

CA20N

Z1

-22H315

#344

Part 2

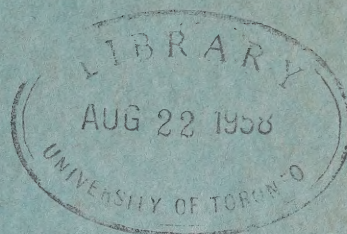
Ontario Hydro-Electricity J. ALLAN ROSS
Commissioner
Inquiry Commission
1922-24

344

Miscellaneous documents



3 1761 12062546 2



ST. LAWRENCE SYSTEM

B R I E F

PART 2

TABLE OF CONTENTS

SERIAL	SUBJECT	PAGE
No. 1	Letter - R.H.Balfour (Phillips Co.) to H.E.P.C. 25th March, 1921 - requesting price quotation for power at Brockville or Cornwall.	1
2	<u>HYDRO-ELECTRIC INQUIRY COMMISSION</u> Phillips Co. 25th April, 1921, quoting \$35-\$38. for power delivered at Brockville and \$27-\$32. for power delivered at Cornwall - 12,000 volts.	3
	<u>B R I E F</u>	
3.	Letter - H.E.P.C. to Phillips Co. 25th Sept. 1921 - second quotation quoting rates: Brockville same, Cornwall raised to \$35-\$38. from \$27-\$32.	4
4.	<u>PUBLIC HEARING - CORNWALL, DEC.1, 1922.</u> 10,000. dated 12th April, 1922, required under contract with H.E.P.C.	5
5.	Letter - Mayor Whistler, Cornwall to W.W.Pope <u>PART 11</u> at first negotiations with Phillips Co. objecting to delay in quoting rates to Company, stating "EXHIBITS" had quoted \$21-\$22.	6
6.	Letter - R.H.Balfour to W.W.Pope, 20th Aug. 1921, asking for draft contract for supply of power at Cornwall.	7
	<u>Copies of letters and documents on files</u>	
7.	Letter - F.A.Gaby to Cornwall Terminal Co. of H.E.P.C. relating to St. Lawrence 37.00 per 100 h.p. and \$34.00 for 200 h.p. System and town of Cornwall.	8
8.	Mem. - by H.L. Foster on Cornwall By-law No.23, to extend franchise of Stomont Co. submitted to electors and adopted Dec.19th, 1919, including Abstract from report public meeting addressed by H.L. Jeffrey, including various copy of By-law.	9

TABLE OF CONTENTS

TABLE OF CONTENTS

EXHIBIT	SUBJECT	PAGE
No. 1	Letter - R.H.Balfour (Phillips Co.) to H.E.P.C. 15th March, 1921 - requesting price quotation for power at Brockville or Cornwall.	25
2	Letter - H.E.P.C. (Drewry) to Phillips Co. 8th April, 1921, quoting \$35-\$31. for power delivered at Brockville and \$27-\$26. for power delivered at Cornwall - 44,000 volts.	26
3.	Letter - F.A.Gaby to Phillips Co. 22nd Sept. 1921 - second quotation quoting rates: Brockville same, Cornwall raised to \$35-\$29. from \$27-\$26.	27
4.	<u>Bond</u> - supplied by Phillips Co. \$10,000. dated 12th April, 1922, required under contract with H.E.P.C. Chiselm.	28
5.	Letter - Mayor Chiselm, Cornwall to W.W.Pope setting out first negotiations with Phillips Co. objecting to delay in quoting rates to Company, stating Mr. Drewry had quoted \$21-\$22.	29
6.	Letter - R.H.Balfour to W.W.Pope, 20th Aug. of 1921, asking for draft contract for supply of power at Cornwall.	30
17.	Letter - F.A.Gaby to Cornwall Terminal Co. 5th Feb. 1919, quoting \$37.00 per 150 h.p. and \$34.94 for 200 h.p. at 600 volt.	31
8.	Memo. - by R.L.Foster on Cornwall By-law No.23, to extend franchise of Stormont Co. submitted to electors and defeated Dec.19th, 1919, including abstract from report public meeting addressed by R.T.Jeffrey, including verbatim copy of By-law. 15th April, 1921, asking why he has not been furnished with price quotations forwarded Phillips Co.	32
17	Letter - C. and defeated Dec.19th, 1919, including abstract from report public meeting addressed by R.T.Jeffrey, including verbatim copy of By-law. 15th April, 1921, asking why he has not been furnished with price quotations forwarded Phillips Co.	33
18.	Letter - C. and defeated Dec.19th, 1919, including abstract from report public meeting addressed by R.T.Jeffrey, including verbatim copy of By-law. 15th April, 1921, asking why he has not been furnished with price quotations forwarded Phillips Co.	34
19.	Letter - C. and defeated Dec.19th, 1919, including abstract from report public meeting addressed by R.T.Jeffrey, including verbatim copy of By-law. 15th April, 1921, asking why he has not been furnished with price quotations forwarded Phillips Co.	35
20.	Letter - C. and defeated Dec.19th, 1919, including abstract from report public meeting addressed by R.T.Jeffrey, including verbatim copy of By-law. 15th April, 1921, asking why he has not been furnished with price quotations forwarded Phillips Co.	36
21.	Letter - C. and defeated Dec.19th, 1919, including abstract from report public meeting addressed by R.T.Jeffrey, including verbatim copy of By-law. 15th April, 1921, asking why he has not been furnished with price quotations forwarded Phillips Co.	37

EXHIBIT	SUBJECT	PAGE
No. 9	Letter - A.G. Posters (Major Cornwall 1919) to H.B.P.C. - dated 24th Dec. 1919 referring to report that H.B.P.C. was responsible for failure to secure Spinning Co. to locate in Cornwall. 25	25
9a	Letter - G.F. Dwyer, H.B.P.C., to A.G. Posters Major Cornwall, 24th Jan. 1920, in reply to Exhibit No. 9, and stating prices that had been quoted for the same. 26	26
10	Letter - Major Cornwall, Cornwall, to W.W. Pope 24th Feb. 1921, asking for information re supply of power for Cornwall. 27	27
11	Letter - P.A. Macnamara (2nd list) to Major Cornwall, 24th Feb. 1921, making offer leading up to submission of by-law 24th July, 1921. 28	28
12	Letter - G.F. Dwyer (H.B.P.C.) to Major Cornwall 24th Feb. 1921, setting out understand- ing with Cedar Rapids Co. 30	30
13	Letter - W.W. Pope to Major Cornwall, 1st March 1921, in reply to Exhibit No. 10. 31	31
14	Letter - J.L. Fallon to H.B.P.C., 24th April 1921, advising H.B.P.C. of possibility of second by-law being submitted to extend Government Company's franchise. 32	32
15	Letter - J.L. Fallon to H.B.P.C., 24th April 1921. 33	33
16	Letter - G.F. Dwyer to J.L. Fallon, 24th April 1921, asking that Cornwall should carefully consider disadvantages of having no connection with the H.B.P.C. 34	34
17	Letter - G.F. Dwyer to J.L. Fallon, 18th April 1921, H.B. last paragraph. 35	35
18	Letter - Major Cornwall to W.W. Pope, 18th April 1921, asking why he has not been for- warded with price quotations forwarded Phillips Co. 37	37

Ep. 1

<u>EXHIBIT</u>	<u>SUBJECT</u>	<u>PAGE</u>
	<u>Montreal, Canada, March 15th, 1921.</u>	
No. 19	Letter - Ex.Mayor Fetterly to H.E.P.C. 17th June, 1921, inviting Sir Adam to come to Cornwall to oppose By-law.	38
20	Agreement between Town of Cornwall and Stormont Co. dated 14th June, 1921, extending Company's franchise submitted to and approved by electors 8th July, 1921.	39
21	Joint opinion submitted by Messrs. Kilmer and MacInness 4th July, 1921, as to rights of the town of Cornwall and the obligations of the Stormont Co. to repair pavement.	48
22	Synopsis of Report of Public meeting in Cornwall 4th July, 1921, prior to submission of by-law on 8th July, 1921.	53
23.	Abstract of correspondence between H.E.P.C. and Chesterville.	60.
24.	Abstract of correspondence between H.E.P.C. and Winchester.	77
25.	Abstract of correspondence between H.E.P.C. and Maxville.	89
26.	Letter - J.J.Fallon to H.E.P.C. 18th Aug. 1922, re cement contract.	97
27.	Letter - G.F.Brewry, H.E.P.C., to J.J.Fallon 6th Sept.1922, in reply to Exhibit No. 26.	98.
28.	Letter - Cedar Rapids Transmission Co. to Sir Adam Beck 10th April, 1919, enclosing attached contract not executed -showing the basis upon which power is now being taken by H.E.P.C. from Cedar Rapids Co.	99.
29.	Agreement-dated 20th April,1922,between Eugene P.Phillips Electrical Works Ltd. and H.E.P.C. -now in force.	117

TABLE OF CONTENTS

PAGE 68

EXHIBIT

SUBJECT

PAGE

No. 12

Letter - Mr. Mayor Westery to H.B.P.C. 17th June, 1931, inviting Sir Adam to come to Cornwall to oppose by-law.

38

20

Agreement between Town of Cornwall and Cornwall Co. dated 14th June, 1931, extending Company's franchise and to be approved by electors 6th July, 1931.

37

21

Joint opinion submitted by Messrs. Kilmer and Macintosh 4th July, 1931, as to rights of the town of Cornwall and the obligations of the Cornwall Co. to repay payment.

48

22

Synopsis of Report of Public Meeting in Cornwall 4th July, 1931, prior to submission of by-law on 6th July, 1931.

33

23

Abstract of correspondence between H.B.P.C. and Chesterville.

20

24

Abstract of correspondence between H.B.P.C. and Winchester.

17

25

Abstract of correspondence between H.B.P.C. and Newville.

89

26

Letter - L.L. Bailor to H.B.P.C. 19th June, 1931, re cement contract.

77

27

Letter - G.F. Brown, H.B.P.C., to L.L. Bailor 6th Sept. 1931, in reply to Exhibit No. 26.

98

28

Letter - Cedar Rapids Transmission Co. to Sir Adam dated 10th April, 1931, enclosing attached contract not executed - showing the parts upon which power is now being taken by H.B.P.C. from Cedar Rapids Co.

99

29

Agreement dated 20th April, 1931, between Eugene P. Phillips Electrical Works Ltd. and H.B.P.C. - now in force.

117

1

Ep. 1

EUGENE F. PHILLIPS ELECTRICAL WORKS, Limited.

Montreal, Canada, March 15th, 1921.

Hydro Electric Power Commission,
190 University Avenue,
Toronto, Ont.

Gentlemen:-

In connection with prospective site for our proposed rolling mill for rolling copper rods from electrolytic wire bars, and following up interviews with your Mr. Jeffrey in Cornwall and Mr. Drury in Brockville, as well as recent interview with Mr. Gaby in Toronto, we would be glad if you would submit to us a draft contract showing basis on which you would be prepared to supply power at both Brockville and Cornwall.

We would like to have your proposal include your standard clauses covering electric supply for industrial purposes, as well as any special clauses covering our particular service, and also including the following:-

Rates for 5, 10 and 15 year contracts.

Voltage of supply, together with maximum and minimum limits of voltage which you would be prepared to undertake.

Power factor conditions and method of determining same.

Period of maximum demand and method of determining same, and whether such demand is adjusted monthly.

Whether you would supply necessary transformers on rental basis and rates for such rental.

Rates for 24 hr. power on a flat rate basis for horse power per annum, as well as mixed rate of so much per horse power plus so much per kw. hour consumption.

Digitized by the Internet Archive

in 2024 with funding from
University of Toronto

From Eugene F. Phillips Electrical Works, Limited.

Sheet No. 2.

If possible, we would also like to obtain a rate on the basis of off peak power- say between the hours of 5.00 p.m. and 7.00 p.m. - from November 1st to March 1st.

We would also be glad to have rate covering night power- say from 7.00 p.m. to 7.00 a.m. as distinct from rate for day load.

Our initial installation which we have in mind would be the rolling mill embodying approximately 1100 h.p. of connected load consisting of two 400 h.p. and one 300 h.p. units.

Our present intention is to ultimately transfer our factory to the rolling mill site and possibly to extension of rolling mill activities, which would mean in probably two or three years time a total connected load of approximately 4000 h.p. and a probable demand of about 2500 h.p.

Our equipment would be three phase, 60 cycle. The factory motors being 550 volts and the larger rolling mill units may be either 550 volts or 2200 volts.

Rates quoted should apply for the whole service, including lighting and power requirements.

Yours truly,

EUGENE F. PHILLIPS ELECTRICAL WORKS, LIMITED.

(Sgd.) R. H. Balfour.

Sales Manager.

RHB/ IL.

104

It is noted that the book is also listed in the
Library of the University of Chicago, and is also
listed in the Library of the University of Illinois.

The book is also listed in the Library of the
University of Wisconsin, and is also listed in the
Library of the University of Michigan.

The book is also listed in the Library of the
University of California, and is also listed in the
Library of the University of Texas.

The book is also listed in the Library of the
University of Pennsylvania, and is also listed in the
Library of the University of Maryland.

The book is also listed in the Library of the
University of North Carolina, and is also listed in the
Library of the University of South Carolina.

The book is also listed in the Library of the
University of Georgia, and is also listed in the
Library of the University of Florida.

THE UNIVERSITY OF CHICAGO LIBRARY

CHICAGO, ILL. 60637

104

104

104

April 8th, 1931.

Eugene Phillips Electrical Works Ltd.,

MONTREAL, Que.

Attention Mr. R. H. Balfour.

Dear Sirs,

Power Supply - Cornwall and Brockville.

In respect to the above subject, concerning which you made application for price of power delivered, under date of March 15th, we beg to further advise you that the Commission has given consideration to your request and authorized as follows. -

It has been assumed that your Company would require initially a block of 1100 H.P., and that ultimately 2500 H.P. would be required, all of which would be taken under the same agreement. The price for this power is as follows:

For Delivery in Brockville - For a demand between 1100 H.P. and 2500 H.P., at 44,000 volts -
\$35.00 per H.P. per year.

For demand over 2500 H.P. at 44000 volts, \$31. per H.P. Year.

For Delivery in Cornwall - For demand between 1100 H.P. and 2500 H.P., at 26000 and 44000 volts, \$27. per H.P. per year.

For demand over 2500 H.P., at 26000 and 44000 volts - \$26. per H.P. per year.

April 24, 1941

Myers Phillips Electrical Service Inc.

Philadelphia, Pa.

Dear Sirs:

Page 1774

Very truly yours,

In respect to the above subject, your letter of April 17, 1941, regarding application for price of power delivered, under terms of contract, is hereby acknowledged and the price of power delivered is hereby agreed to be as follows:

As indicated as follows:

At the rate of \$0.01 per kilowatt hour for power delivered under contract, and at the rate of \$0.01 per kilowatt hour for power delivered under contract, and at the rate of \$0.01 per kilowatt hour for power delivered under contract.

The price for this power is as follows:

For demand between 1100 H.P. and 1200 H.P., at 44,000 volts - \$0.01 per H.P. per year.

For demand over 1200 H.P. at 44,000 volts, \$0.01 per H.P. per year.

For demand between 1100 H.P. and 1200 H.P., at 44,000 and 46,000 volts - \$0.01 per H.P. per year.

For demand over 1200 H.P. at 44,000 and 46,000 volts - \$0.01 per H.P. per year.

April 8th, 1921.

Eugene Phillips Electrical Works Ltd.,

The above power would be measured as the maximum average or integrated demand for a period of ten minutes, and determined and adjusted monthly. You would be required to pay for power, bills to be rendered monthly, according to the varying demands. You would be further required to pay for 75% of the previously established maximum demand, in case the actual demand was not in excess of this amount.

Power factor correction is required up to 90% power factor. You would be required to pay on 90% of the maximum K.v.a., or the actual K.W. taken, whichever was the greater.

Power will be sold to you without any restrictions as to the time in which it would be used, and no reduction would be made for use in restricted hours, owing to the quantity required, being relatively high in respect to the other requirements of the System. It is not possible to quote you a differential rate to advantage, and it would at least be required to know the load factor at which you could guarantee your plant would operate.

You would be required to enter into a contract for at least ten years, and the amount used would cover your entire requirements, including light and power.

The Commission would require you to supply a bond in the case of delivery of power in Cornwall, to insure the Commission against loss of capital expenditure from non-fulfilment of contract.

The Commission would not be in a position to rent you

April 8th, 1921.

Eugene Phillips Electrical Works Ltd.

transformers for transforming this power at your plant, but would require that the installation of electrical equipment in your plant be such as to meet with its approval.

This power will be measured at the point of delivery by means of Graphic recording instruments of an approved type, and measurement would be made at 26,000 or 44,000 volts, in accordance with the voltage of the System; or it may be measured at some more convenient point and corrected accordingly.

It is to be noted that the transmission voltage of the System at the present time is 26,000 volts, and that it is contemplated changing to 44,000 volts at some future date, and your contract will require consideration of this detail.

Yours truly,

Secretary.

1921

RECEIVED

CONSTRUCTION OF THE TRANSMISSION LINE FROM THE POWER PLANT TO THE
SUBSTATION. THE LINE IS TO BE 100 FEET HIGH AND 100 FEET WIDE.
THE LINE IS TO BE 100 FEET HIGH AND 100 FEET WIDE.
THE LINE IS TO BE 100 FEET HIGH AND 100 FEET WIDE.
THE LINE IS TO BE 100 FEET HIGH AND 100 FEET WIDE.
THE LINE IS TO BE 100 FEET HIGH AND 100 FEET WIDE.
THE LINE IS TO BE 100 FEET HIGH AND 100 FEET WIDE.

IT IS TO BE NOTED THAT THE TRANSMISSION VOLTAGE OF
THE SYSTEM AT THE PRESENT TIME IS 22,000 VOLTS. AND THAT IT IS
CONTEMPLATED CHANGING TO 33,000 VOLTS AT A LATER DATE.
THE CONTRACT WILL REQUIRE CONSIDERATION OF THIS DETAIL.

Yours truly,

1921

1921

6
Cu 3
September 22nd, 1921. 1921-1922

G.F.D.

Eugene Phillips Electrical Works Ltd.,

MONTREAL, Quebec.

Attention - Mr. Balfour
Sales Manager

Dear Sir:- re Supply of Power at Cornwall & Brockville

Referring to your correspondence in connection with the above subject, and to interviews with your officials we now wish to give you a definite proposition in connection with the above subject.

Power would be delivered to you in Cornwall at 26,000 volts with a probability of later delivering it at 44,000 volts. For a demand of 1100 H.P. and over, up to 2500 h.p. a rate of \$35. per h.p. per annum would be charged. For a demand of 2500 h.p. and over \$29. per h.p. per annum would be charged. These rates would cover the delivery of power at a site on the eastern limits of the Town of Cornwall, in the vicinity of the highway.

Power would be delivered to you in Brockville at 44,000 volts. For a demand of 1100 h.p. and over up to 2500 h.p. a rate of \$35. per h.p. per annum would be charged. For a demand of 2500 h.p. and over \$31. per h.p. per annum would be charged. These rates would cover the delivery of power at a site on the western limits of the Town of Brockville, adjacent to the highway.

September 27th, 1933

Mr. J. H. ...

General Building Electrical Union 1000

Washington, D.C.

Attention - Mr. ...
Union Building

Dear Sir: - The right of issue of ...

Referring to your correspondence in connection
with the above subject, and in connection with your estimate
we now wish to give you a definite explanation in connection
with the above subject.

There would be delivered to you in ...
\$5,000 value with a possibility of lower delivered if at
\$4,000 value. For a demand of 1000 K.V. and more up to 1000
K.V. rate of \$25. per K.V. per annum would be charged. For a
demand of 1000 K.V. and more \$25. per K.V. per annum would be
charged. These rates would cover the delivery of power at a
rate on the western limit of the Town of ... in the
vicinity of the highway.

There would be delivered to you in ...
\$5,000 value. For a demand of 1000 K.V. and more up to 1000 K.V.
a rate of \$25. per K.V. per annum would be charged. For a demand
of 1000 K.V. and more \$25. per K.V. per annum would be charged.
These rates would cover the delivery of power at a rate on
the western limit of the Town of ... adjacent to the
highway.

Eugene Phillips Electrical Works Ltd. Montreal

Sept. 22nd, 1921

We are of the opinion that it will not be in your interests to deliver power to you at 2200 volts, and we are not submitting a proposition to you in this respect. When the Commission owns a station supplying a Company difficult problems arise, causing inconvenience and operating of stations of this nature is more economically handled by the Company.

Our proposal will provide for the initial delivery of a block of 1100 h.p. in accordance with your original request. A provision will be incorporated in the proposal, obligating your Commission to pay for three quarters of the maximum amount taken or the amount held in reserve. The proposal will require you to give due notice for increased requirements of power from time to time. The contract will specify an obligation on the part of the Commission to hold available an ultimate amount of power from your Company totalling 3,000 h.p.

We are also incorporating a clause obligating the Commission to give reduction in the rates quoted your Company for the delivery of power in Brockville, when the amount of power in this district increases sufficiently to permit the Commission to make such reduction. This clause will provide for your Company securing power at Brockville at comparable rates with other Companies, provided conditions are similar.

Other conditions have been set out in our letter of April 6th, and we are forwarding hereto attached a proposal form which will be a basis for drafting actual agreement with your Company. We will follow this with a properly drafted agreement, setting out

Page 10 of 11
CONFIDENTIAL - SECURITY INFORMATION

It is the policy of the Commission that it will not be in your interest to deliver goods to you without first obtaining your consent. When the Commission owns a certain quantity of goods, it will not be in your interest to deliver goods to you without first obtaining your consent. When the Commission owns a certain quantity of goods, it will not be in your interest to deliver goods to you without first obtaining your consent.

The Commission will provide for the initial delivery of a certain quantity of goods to you without first obtaining your consent. The Commission will provide for the initial delivery of a certain quantity of goods to you without first obtaining your consent. The Commission will provide for the initial delivery of a certain quantity of goods to you without first obtaining your consent.

We are also investigating a case relating to the Commission's activities in the field of international trade. We are also investigating a case relating to the Commission's activities in the field of international trade. We are also investigating a case relating to the Commission's activities in the field of international trade.

Eugene Phillips Electrical Works Ltd. Montreal Sept. 22nd, 1922

in all conditions.

Trusting this information is satisfactory and
complete, we remain,

Yours truly,

F. A. GADY

Chief Engineer

THE UNIVERSITY OF CHICAGO LIBRARY

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO LIBRARY

CHICAGO, ILL.

CHICAGO, ILL.

CHICAGO, ILL.

CHICAGO, ILL.

COPY

LONDON GUARANTEE AND ACCIDENT COMPANY LIMITED.

Bond No. 803038

Amount \$10,000.00

KNOW ALL MEN BY THESE PRESENTS that Eugene F. Phillips Electrical Works Limited and LONDON GUARANTEE AND ACCIDENT COMPANY LIMITED (herein after called the Obligers) are held and firmly bound unto the Hydro-Electric Power Commission of Ontario (hereinafter called the Commission) in the penal sum of TEN THOUSAND DOLLARS (\$10,000.00) of lawful money of Canada.

Sealed with our seals and dated this Twentieth day of April, 1922.

WHEREAS the Obligee has entered into a contract with Eugene F. Phillips Electrical Works Limited for the supply of electric power or energy to the plant of the said Eugene F. Phillips Electrical Works Limited, in the Town of Brockville, Ontario, and Eugene F. Phillips Electrical Works Limited, has agreed to take and pay for such power upon the terms and subject to the conditions set out in a contract in writing made between the said Hydro-Electric Power Commission of Ontario Limited of the First Part, and Eugene F. Phillips Electrical Works, Limited, of the Second Part and dated the twentieth day of April, 1922 (which contract is incorporated in and forms part of this Bond as fully and freely as if entered at full length herein).

AND WHEREAS the Obligers hereto have agreed to execute these Presents to secure the due performance on the part of the said Eugene F. Phillips Electrical Works Limited of its obligations under the said above referred to contract.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Eugene F. Phillips Electrical Works, Limited, shall duly pay for power delivered under the said contract, and otherwise carry out the terms and conditions of the said contract, then this obligation shall be void, but otherwise shall remain in full force and effect.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED THAT the said Commission may in its discretion take and receive from Eugene F. Phillips Electrical Works Limited, any security whatsoever, personal or other, at any time or times, and grant any extension of time thereon or any liability of the said Eugene F. Phillips Electrical Works, Limited without in any way affecting the liability of the Obligers or either of them hereto, or discharging or releasing the said Obligers or either of them from the obligation of this Bond; provided that this Bond will terminate on the 20th day of April, 1932, anything to the contrary notwithstanding.

SIGNED, SEALED AND DELIVERED
In the presence of

Sgd. A. Richards (Seal)

Eugene F. Phillips Electrical
Works Limited

Sgd. John C. Mace

Secretary (Seal)

LONDON GUARANTEE AND ACCIDENT COMPANY
LIMITED by Its Attorney
Sgd. R.J. Gunn

Ex. 5

TOWN OF CORNWALL.

March 31st 1921.

W. W. Pope, Esq.,
Secy., Hydro-Electric Power Commission,
190 University Avenue,
Toronto, Ontario.

Dear Sir:-- - Electric Power for Cornwall and
vicinity -

Your letter of 9th inst. to me referred to the application on the Eugene F. Phillips Electrical Works, Limited, of Montreal to you for approximately 1000 or 1500 h.p. for the enterprise which they proposed to establish here or in our immediate suburbs.

Since about the middle of February last we have been negotiating with that Company with a view of it locating here or in our immediate suburbs. Several interviews have been had with its management, and representatives of that Company have visited our Town and have practically decided upon a site in the Township of Cornwall just outside our Town limits.

Some of our representatives have again interviewed that Company yesterday afternoon and we learn that its Electrical Engineer had an interview with you since you wrote me 9th inst. He wished you to quote a rate for approximately 1000 to 1500 h.p. to start with, to be increased up to 2600 or possibly 3000 h.p. and also wished to see a draft of the contract which his Company would be expected to sign with you. I regret that I have to tell you that this Company told our people yesterday that as yet you have not quoted a rate, nor furnished a draft of the suggested contract.

Time is specially important at this stage of negotiations and I would accordingly ask you to give me a quotation for rates for the above amount of power and also to let me see a draft of the proposed contract at once if you can do so. It is particularly important that I should have this information from you not later than

W. W. Pope, Esq., -2-

March 31st, 1921.

Monday afternoon, 4th prox.

Your letter of the 1st inst. to me spoke of your having received this application from that Company. Our representatives yesterday were unable to explain or assign any reason for the delay in quoting rates.

Although the factory of the Company would be in Cornwall Township we are vitally concerned to practically the same extent as though the plant were to be operated right in our own Town.

All other data asked for is in shape to be furnished, but this highly important matter of rates and proposed contract is holding things up.

I may say here that your Mr. Drury quoted \$21.00 to \$22.00 to Mr. Robertson, Secretary of our Board of Trade, and it is understood that you gave a rate to Cornwall Pulp & Paper Company, minimum \$18.00, maximum \$24.00, for 24 hours continuous service.

I hope you will be able to let me hear from you by the time mentioned, and oblige ?

Yours truly,

(Sgd.) John A. Chisholm.

(John A. Chisholm)
Mayor.

Cd 6

EUGENE P. PHILLIPS ELECTRICAL WORKS, Limited.

MONTREAL, CANADA, August 20, 1921.

Hydro Electric Power Commission,
W. W. Pope, Esq., Secretary,
190 University Avenue,
Toronto, Ont.

Dear Sir:-

Power Supply - Cornwall.

Referring to your quotation for power supply of April 8th and following up further subsequent discussions on this subject with Mr. Gaby, we would request that you now submit to us a draft of proposed contract for the supply of power at Cornwall.

Proposal should be based on original installation comprising a rolling mill for rolling copper rods, together with water pumping equipment and other accessories therefor, involving an estimated connected load of 1200 h.p. with a probable demand of 1000 h.p.

The proposal should also contemplate installation at a later date of wire and cable factory entailing an ultimate estimated connected load of from 4000 to 4500 h.p. and an estimated ultimate demand of 2500 h.p. or more.

In the event of our locating in Cornwall, power service would be required at the prospective site just outside of the Eastern limits of the Town bordering on the main highway along the River St. Lawrence, as pointed out to your representative, and rates quoted should apply for service to such location.

We would like to have alternative rates for your present operating line voltage and also for supply at 2200 volts, three phase, 60 cycle, based on 10 year contract.

From Eugene F. Phillips Electrical Works, Limited. Sheet No. 2.

Proposal should state limits within which the Commission would undertake to supply service as regards variation of voltage and frequency for all loads under ordinary operating conditions up to the demand covered by your proposal.

While it is our intention to go ahead immediately with the constructions of a rolling mill and to put same in operation as soon as possible, we are unable to state when extensions would be made of the factory installation at the rolling mill site.

It is our expectation, however, provided business conditions warrant it, that our wire and cable factory would be completed at the rolling mill site within the next four or five years.

In this connection we might mention that our contract for the supply of power to our present factory, will expire on December 31st, 1934.

Awaiting your early proposal in the above respect with interest, we remain,

Yours truly,

EUGENE F. PHILLIPS ELECTRICAL WORKS, LIMITED.

(SOD.) R. H. Balfour.

RHB/ IL. Sales Manager.

From Bureau to William H. ...

The ... of the ... is ...

While it is our intention to ...

It is our intention to ...

In this connection we ...

... of the ...

...

(100) E. H. ...

...

Ex. 7

February 5th, 1919

The Hydro-Electric Power Commission of Ontario

which expired on the 1st July, 1908. C. K.

Messrs. Cornwall Terminal Co.,

CORNWALL, Ont.

Dear Sirs:-

In reference to your enquiry for cost of power for your plant near Cornwall, please be advised that the Commission have given consideration to this and we are now prepared to quote you a price of \$37.00 per h.p. per annum based on a load of 150 H.P.; also a rate of \$34.94 per h.p. per annum based on a load of 200 H.P.

It is proposed to serve you with power at 600 volts at the location of your plant by means of a feeder from a sub-station to be erected shortly for the purpose of serving the Toronto Paper Co.

In case you find the above rates favorable, we will proceed at your request, to draw up a contract extending over a period of time.

Yours truly,

HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO

P.A. GABY

Chief Engineer

15

C-6

MEMORANDUM re CORNWALL BY-LAW - Submitted to Electors
Dec. 19th, 1919.

The Stormont Company had a street lighting franchise with the town which expired on the 1st July, 1923. The Company had acquired an option upon a block of power expiring January 1st, 1920, and asked that the franchise of the Company be extended for a period of ten (10) years from January 1st, 1920. The contract between the town and the Company was entered into on 24th November, 1919 and submitted to the electors as above noted.

In addition to the franchise for street lighting the agreement fixed the rate to be charged by the Company to private consumers in the town for electric light and gas.

The agreement fixed the assessment of the Company's property in the town at \$25,000. per year.

The Company agreed to supply the lamps and replace impaired lamps by new ones within 24 hours. Penalty.

The lighting rates to private consumers: a service charge of 3 cents per month per 100 sq. ft. of floor space (minimum 30 cents; maximum 90 cents) plus 4 cents per k.w.h. for the first 3 k.w.h. per 100 sq. ft. per month. plus 2 cents per k.w.h. for balance of monthly consumption. Less 10% for prompt payment.

Commercial Service: 7 3/4¢ per k.w.h. for the equivalent of the first 30 hours' use of the connected load. plus 5 cents per k.w.h. for the next 70 hours' use of the connected load. plus 008 cent per k.w.h. for the balance of the monthly consumption. Less 10 per cent for prompt payment. In no case shall the monthly bill for commercial service be less than 50 cents net.

The Government Company had a street lighting franchise

in the town which expired on the 1st July, 1933. The Company

exercised an option upon a block of power expiring January 1st,

1934, and asked that the franchise of the Company be extended for

period of ten (10) years from January 1st, 1934. The contract

between the town and the Company was entered into on 14th November,

1933 and submitted to the electors as above noted.

In addition to the franchise for street

lighting fixed the rate to be charged by the Company to private

consumers in the town for electric light and gas.

The Company agreed to supply the town with electric

power at the rate of \$25,000. per year.

The Company agreed to supply the town with gas

at the rate of \$10,000. per year.

The lighting rates to private consumers: a) 10 cents per

foot candle per hour for the first 100 foot candles per hour

maximum 90 cents) plus 4 cents per K.W.H. for the first 3 K.W.H. per

month. plus 2 cents per K.W.H. for balance of

monthly consumption. Less 10% for prompt payment.

Commercial service: 7 1/2% per K.W.H. for the equivalent

of the first 100 foot candles per hour, and of the connected load.

plus 10% for the balance of the monthly consumption. Less

10 per cent for prompt payment. In no case shall the monthly bill

for commercial service be less than 10 cents net.

The Company to provide meters free of charge.

The town to have right to require an arbitration at the end of 5 years to determine rates to private consumers and street lighting rates. Decision of arbitration to be final.

Gas Rates: Same price and conditions as contracted at November 26th, 1912.

The H.E.P.C. entered into a campaign against the By-law, sending R.T. Jeffery and Mr. Drewry to Cornwall. Sir Adam Beck telegraphed the Cornwall Central Labour Union: "Think franchise extension should not be considered until your present franchise expires." It is not clear from the files whether or not the Commission was invited to come to Cornwall in the first instance. Mr. J.J. McCutcheon and Mr. A. Johnston, local officials of the Labour Unions of Cornwall, urged the sending of representatives and the personal attendance of Sir Adam Beck.

Manager of the Stormont Company
Mr. Peeling and Mr. Jeffery met on the public platform
in Cornwall before the vote. Mr. Peeling stated in part as follows:-

"The impression was gathered from the way Mr. Jeffrey spoke last week that the Spinning Company first thought of coming to Cornwall through the instrumentality of the Hydro. This was wrong. and in order to correct the opinion Mr. Peeling read a telegram from the Spinning Company stating that the first notice that they had of Cornwall as a site was through the meeting with Mr. Peeling."

Mr. Jeffery stated Cornwall would be a parasite if it did not go into the St. Lawrence System. "J.J. Phelan" asked Mr. Jeffery if any of the 244 municipalities now using Hydro were dissatisfied and Mr. Jeffery stated that as far as he knew there were none."

The company to provide meters free of charge.
The town to have right to require an arbitration
at the end of 5 years to determine rates to private consumers
and street lighting rates. Decision of arbitration to be final.
as Rates: Same price and conditions as contracted

1/20/1912

The H.M.P.C. entered into a campaign against the

extension should not be considered until your present franchise
expires. It is not clear from the files whether or not the

Mr. Peeling and Mr. Jettrey met on the public grounds
at the H.M.P.C. office at the H.M.P.C. office at the H.M.P.C. office

in the H.M.P.C. office at the H.M.P.C. office at the H.M.P.C. office
at the H.M.P.C. office at the H.M.P.C. office at the H.M.P.C. office

and in order to receive the H.M.P.C. office at the H.M.P.C. office
the Spinning Company stating that the first notice that they had of

Conway as a site was through the meeting with Mr. Peeling.
Mr. Jettrey stated Conway would be a partner in it

it any of the H.M.P.C. office at the H.M.P.C. office at the H.M.P.C. office
at the H.M.P.C. office at the H.M.P.C. office at the H.M.P.C. office

Mayor Fetterly occupied the Chair on the occasion of the meeting. Col. Smith (now Judge?) spoke in favour of the By-law

"Col. Smith referred to the labour meeting held in the hall last week at which the chief speaker, Mr. Flett, representing the American Federation of Labor, advocated on behalf of labor a policy of evolution and not revolution in this Country. Herregreteeed that that eveningaa gentleman who afterwards appeared on the platform, speaking as the mouth-piece of one of the Commissions of the Ontario Government, stated to that audience that in his opinion the proper thing to do with the electric lighting plant of this town was to wait a few years and then take it up at the cost of scrap. In other words, like the Bolshevik he advocated to the labor element the confiscation of private property in direct contradiction to the policy of the labor representative who spoke before him."

Col. Smith pointed out that the Stormont Company had been charging for large quantities of power \$23. and never more than \$30. whereas the one customer of the Hydro in Cornwall paid \$37.50 per k.p. "

"Jeffery wants to get Hydro here. He told us that the reason was that he wants to distribute the cost that is burdening Brockville, Prescott and Chesterville Is there any reason, if all things are equal, why you should select the present company in preference to the Hydro? Yes. There is every reason.

Col. Smith quoted from the "Chesterville Record" of December 15th(?) "Hydro-Electric matters are very much to the fore in Eastern Ontario at present, and when the raw deal which has been handed to Chesterville becomes known to the citizens there will surely be some hard things said about Sir Adam Beck's pet. The latest

Mayor Vesterly occupied the Chair on the occasion of

the meeting. Col. Smith (now Judge) spoke in favor of the

Col. Smith returned to the latter subject and in his

week at which the chief speaker, Mr. Vesterly, represented the

Western Union, the speaker, addressed the Council of the

at Vesterly had the opportunity to make a speech. Vesterly

last mentioned speaker was Vesterly appeared on the

appearing as the north-piece of one of the Commissioners of the Ontario

Government, stated in his speech that in his opinion the paper

which is in the hands of the Council of the

and a few years ago was in the hands of the

which the Council of the

Commission of the

of the Council of the

Col. Smith pointed out that the Council of the

for large quantities of power \$25. and never more than \$30. whereas the

the Council of the

Jeffery wants to get \$250 more. He told us that the reason was

that as soon as the Council of the

Council of the

and Council of the

There is every reason.

With regard to the Council of the

Jeffery's Council of the

in Eastern Ontario at present, and when the new deal which has been

in Eastern Ontario at present, and when the new deal which has been

in Eastern Ontario at present, and when the new deal which has been

attention from the Commission is a boost in the charge for power supplied to this municipality of over 65 per cent, adding a combined burden to the ratepayers and the users of Hydro power of approximately \$2000.00 per year. The price per horse-power has been increased from \$46.30 to \$76. giving Chesterville the unenviable distinction of being the highest charged municipality served by the Commission in Ontario."

R.T. Jeffery told Col. Smith: "I had no intention of inferring that the plant (local plant of company) would be confiscated I stated that at the end of three years when you had fulfilled your 10-year contract with the company you would then be in a position to deal with the company on a fair basis. It is up to you to deal fairly with the Company. The Hydro Electric Commission always advocate fair dealing. The Commission has purchased almost 90 plants and waterpowers and not one of the companies have been confiscated."

"Referring to the rate per h.p. Mr. Jeffrey said: 'If I give you a wrong impression the other night, I did not do so intentionally. I stated that the Commission had an arrangement with the Cedar Rapids Power and Transmission Company to obtain a supply of power for Cornwall district at \$12. to \$15. per h.p. I did not say that that would be the rate at which power would be sold in Cornwall. On top of that rate would have to be added the cost of stepping it down to the sub-station and bringing it to Cornwall. The Commission is now supplying power to the Toronto Paper Company at \$34. per h.p. When that load has been increased to 800 h.p. or over the rates in this district will be \$27. per h.p. When it reaches 1500 h.p. the rate will be \$20. per h.p. With the increased load the rate decreases.' "

With the increased load the rates decreased."

CORNWALL RE BY-LAW

"I stated the other night that if Hydro came to Cornwall the rates would be 25 per cent lower than the rates offered by the Company. I repeat that statement. I consulted Mr. Gaby, the Chief Engineer of the Hydro, on the matter and asked him if I were correct and he said absolutely correct, it will be approximately that much."

In reply to a question from H. Williams Mr. Jeffery, using Mr. Gaby's opinion and his own, repeated his estimate of a 25 per cent reduction in lighting costs under Hydro, but would give no guarantee."

AND WHEREAS THE DEPARTMENT OF THE CITY OF CORNWALL HAS BEEN ADVISED BY THE CHIEF ENGINEER OF THE HYDRO-ELECTRIC COMPANY THAT THE RATES OFFERED BY SAID COMPANY FOR THE SUPPLY OF ELECTRICITY TO THE CITY OF CORNWALL FOR THE YEAR 1910-1911 ARE AS FOLLOWS:—

For the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, the price per kilowatt hour is 10.00 cents, and for the purpose of the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, the price per kilowatt hour is 10.00 cents, and for the purpose of the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, the price per kilowatt hour is 10.00 cents.

THE FOLLOWING IS A SUMMARY OF THE CHARGES AND CONDITIONS OFFERED BY SAID COMPANY FOR THE SUPPLY OF ELECTRICITY TO THE CITY OF CORNWALL FOR THE YEAR 1910-1911:

The charges are as follows:—The price per kilowatt hour for the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, is 10.00 cents. The price per kilowatt hour for the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, is 10.00 cents. The price per kilowatt hour for the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, is 10.00 cents.

The charges are as follows:—The price per kilowatt hour for the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, is 10.00 cents. The price per kilowatt hour for the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, is 10.00 cents. The price per kilowatt hour for the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, is 10.00 cents.

The charges are as follows:—The price per kilowatt hour for the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, is 10.00 cents. The price per kilowatt hour for the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, is 10.00 cents. The price per kilowatt hour for the supply of electricity for the purpose of lighting the streets of the town of Cornwall, for a period of one year, is 10.00 cents.

It should be noted that the following information is being provided to you:

The information is being provided to you for your information only.

I warrant that the information is true and correct.

It is the policy of the Government to provide information to you for your information only.

It is the policy of the Government to provide information to you for your information only.

It is the policy of the Government to provide information to you for your information only.

It is the policy of the Government to provide information to you for your information only.

It is the policy of the Government to provide information to you for your information only.

BY - LAW N O. 23

By-law Number 23 of the Corporation of the TOWN OF CORNWALL in the COUNTY OF STORMONT, for the year 1919 being a By-law extending the Franchise of The Stormont Electric Light and Power Company Limited.

WHEREAS the Stormont Electric Light and Power Company Limited have heretofore been lighting the Streets and Public Places of the Town of Cornwall, under an agreement, which will expire on the First day of July, 1923.

AND WHEREAS owing to the Company having to elect as to the amount of power it desires to purchase in the future, the Company has offered a reduction in rates and has requested the Corporation to enter into a new contract with it for a period of ten years from the First day of January, 1920.

AND WHEREAS the Corporation of the Town of Cornwall have entered into a Contract with the Stormont Electric Light and Power Company Limited in writing dated the 24th day of November A.D. 1919, for lighting the streets of the Town of Cornwall for a period of ten years from the First day of January A.D. 1920, and fixing the rates to be charged by the said Company to private consumers within the Town of Cornwall for gas and electric light and regulating other matters therein referred to.

The following is a synopsis of the Contract made between the said Company and Corporation, namely:

The Company are to continue the contract for street lighting until the first day of January, 1930, according to the terms and conditions set out in the said Contract between the Town of Cornwall and the said Company, dated the twenty-sixth day of November, 1912, with the exception that they are by the First day of April, 1920, to supply 312 100-candle power lamps for the lighting of the streets in place of the lamps designated in the said Contract of the 26th of November, 1912.

The Corporation are to pay the Company for the said lamps the sum of \$2,862.00 each and every year during the said term of ten years payable in monthly instalments of \$238.50 each.

The Company agrees that it will by the First of April, 1920 instal 250 candle power lamps at such places on the present lighting system as may be designated by the Corporation to an amount of one such two hundred and fifty candle power lamp to every ten street lamps used and paid for by the Corporation which said two hundred and fifty candle power lamps shall be paid for at the same price as the other lamps, namely \$9.00 per lamp per year.

The Corporation as a further consideration of the agreement it to fix the assessment on all the Company's property, works, machinery, poles and wires in the Town of Cornwall during the said term of \$25,000. per year and the Company are at their own expense if necessary to procure legislation to ratify and confirm this party of the agreement.

The Company's right to use the streets, highways and other public places in the Town of Cornwall, for the transmission and distribution of electricity for light, heat and power shall be subject to the following regulations:

The Company shall continue to conduct their electricity along the streets, etc. of the Town or such extension thereof as shall be made during the currency of this contract by means of wooden poles to which are to be attached wires, transformers, lamps and other devices necessary for the transmission and distribution of the electricity for light, heat and power. The poles to be smooth, round wooden poles, reasonably stright, not less than six inches in diameter at the top, and shall be kept suitably painted. The said poles not now located shall be placed at such points as the Chairman of the Road Committee and the Fire, Light and Police Committees and the Mayor, or any two of them shall direct, and such poles so located or erected shall be changed from its position at the expense of the Company once during the term of this contract upon request and at the direction of the Corporation and shall be further changed as often as the Corporation request, according to the direction of the Corporation and such changes shall be at the expense of the Corporation.

The Company agrees within three years from January 1st, 1920, that it will on Pitt Street from Water Street to Fourth Street and on Second Street from York Street to Amelia Street combine when practicable its existing pole system with that of the Cornwall Street Railway Light and Power Company, Limited, and that it will erect no new pole on any of the streets where a pole of the said Cornwall Street Railway can be used.

In the event of any lamps on the system of lighting in the streets remaining unlighted through the neglect of the Company for two consecutive nights in any one month and become impaired in efficiency through use so as not to give at least 80% of the amount of light stipulated for by the contract and such impaired lamp not being replaced by new ones within twenty-four hours after written notice from the Corporation deduction will be made of four times the cost price per night for the current consumed for such lamps remaining unlit or remaining impaired.

The Street light shall be suspended at a Height of not less than twelve feet, said lamp to be put on brackets projecting out from the poles at a height and position as may be decided by the Chairman of the Road Committee and of the Fire, Light and Police Committee and the Mayor or any two of them.

The lamps are to be furnished by the Company who are to renew the same when necessity requires.

The lamps are to be kept burning from sunset to sunrise on every night and the Company are to keep said lamps renewed, clean and in proper repair and also the wires, etc. leading to the lamps and the Company are to take all necessary precautions so as to not cause loss of life or damage to persons or property from live wires or other causes and are to indemnify the Corporation from all loss or damage not caused by the Corporation or its employees in consequence of any poles, wire, lamps, etc. being on the streets.

The Company upon notice to furnish additional lamps, provided however that no lamp is placed at a distance of more than 600 feet from the Company's then existing line of wire at the price of sum of \$9.00 per year for each 100 candle-power lamp or in that proportion for lamps of any other power.

The rates for furnishing light to private consumers in the Town will be as follows:-

Domestic Service: A service charge of 3 cents per month per 100 sq. feet of floor space (Minimum 30 cents; Maximum 90 cents) plus 4 cents per kilowatt hour for the first 3 kilowatt hours per 100 sq. ft. per month. plus 2 cents per kilowatt hour for balance of monthly consumption. Less 10 per cent per prompt payment.

Commercial Service: 7-3/4 cents per kilowatt hour for the equivalent of the first 30 hours' use of the connected load. plus 5 cents per kilowatt hour for the next 70 hours' use of the connected load. plus 0.8 cent per kilowatt hour for the balance of the monthly consumption. Less 10 per cent for prompt payment. In no case shall the monthly bill for commercial service be less than 50 cents net.

In the alternative, in the case of any consumer domestic or commercial, so electing, the Company shall furnish electric light at the rate set out in the contract of the 26th day of November, 1912, that is for the price or sum of 10 cents per kilowatt hour subject to a cash discount of 30 per cent for prompt payment of the accounts for the said light on or before the 15th day of the month succeeding the month in which the said electricity is consumed. In no such case shall the monthly bill be less than 50 cents net.

The Company to provide, free of charge proper meters for measuring the electric current consumed by private consumers.

It is further agreed that the Corporation at the end of five years from the First of January, 1920, if it so desires, require that an arbitration shall be held to determine the price at which electric light shall be supplied to private consumers and also the

price at which street lighting lamps shall be charged for in the event of the Company then refusing to grant such reductions as the Corporation may consider reasonable. The decision of the arbitrators to be final. The cost of the arbitration shall be borne equally by the Company and the Corporation. If, however, the Corporation shall before the time for exercising such option grant a Franchise to any competing Electric Light Company then this clause shall be inoperative.

The Company upon request of the Corporation upon a petition of the residents on Streets where Company's lines are not now erected desiring to have electric light and agreeing to consume and pay for so much as shall give to the Company a return of 10 per cent per annum net upon the capital sum required to completely construct any such extension, will extend its lines upon such streets and the Corporation agree to place street lights upon any such street provided none is already there.

The Company to provide a continuous 24 hour daily service.

For the purpose of testing the current and voltage supplied to the lamps, etc. the Company is to furnish the Corporation or authorized agents, access at all reasonable times to the lamps, poles, conduits, apparatus or machinery on the streets or stations, and the Corporation shall have the privilege of all times the lamps are burning to test the circuit, etc.

The Company to maintain at their own expense an efficient system of patrol for the purpose of seeing that the lamps are burning, at least twice a week, and to report and immediately replace any defective lamps.

Any Police Officer of the Corporation on printed forms supplied by the Company may require the replacement of any street lamps burned out or impaired below the contract requirements.

Change of location of lamps must be made by the Company within reasonable time and the actual cost only of labour and material charged to the Corporation and the Corporation reserves the right to discontinue the use of any lamps not exceeding five in any one year, provided, however, that the number diminished during the continuance of contract shall not be to a number of less than 300.

In case of fire the Company require to have a man on the scene within a reasonable time after the alarm has been given for the purpose of cutting such wires, etc. as may interfere with the work of the firemen and in case such man is not there the Fire Department may do so at its own risk.

The new rates are to come into force on the First day of January, 1920.

The Company agrees until July 1st, 1923, to furnish gas to consumers in Cornwall at the prices and under the conditions set out in the contract of November 26th, 1912, and further agree that at any time at the request of the Corporation between this date and the said 1st of July 1923 it will enter into a further contract with the Corporation providing for the supply of gas to consumers in Cornwall for a period of ten years from July 1st, 1923 at prices to be mutually arranged, which prices the Company covenants will not be higher than cost to the Company of manufacturing and supplying the said gas, plus 6 per cent on investment, the present investment to be taken at an amount not to exceed \$40,000. plus a proper amount for depreciation not to exceed 5 per cent.

It is further agreed that if the parties cannot mutually arrive at the price as above provided for or upon the amount of the investment or the proper allowance for depreciation, that the sum may be decided by arbitration. The Arbitrators to be appointed as provided for in the foregoing Arbitration Clause.

AND WHEREAS it is necessary that the said Agreement should be submitted to and receive the assent of the electors of the Municipality of the Town of Cornwall in the manner provided by the "Municipal Act" with respect to By-laws requiring the consent of the Electors.

THEREFORE the Municipal Council of the Corporation of the Town of Cornwall with the consent of the said Electors enacts as follows:-

1. THAT the said Agreement be and the same is hereby ratified and confirmed and shall be binding on the Corporation of the Town of Cornwall according to the terms thereof.
2. THIS By-law shall come into force and effect immediately upon the final passing thereof.

Read a first and second time in open Council this 24th day of November A.D. 1919

53
TOWN OF CORNWALL

Cp. 9

Cornwall, Ontario, Dec. 24, 1919.

Hydro-Electric Commission,

Toronto, Ont.

(Attention of Mr. Jeffrey)

Dear Sirs:-

The Jenckes Spinning Company of Pawtucket, R.I. have decided to locate in the Province of Quebec, and it is rumored here that the proposition regarding power submitted to them by you was unfavorable to their locating here in Cornwall. If you care to have this matter made clear to Cornwall people I will be pleased to hear from you at your earliest convenience. You no doubt have heard through the press of the defeat of the By-law submitted on the 19th instant. Feeling runs strong that the result was in the interests of the Town and you can strengthen it by showing that Hydro was and is ready to furnish power on a fair basis to any industry which may wish to locate here.

By the way, if you can furnish us with a list of the stockholders of The Stormont Electric Light and Power Company the information will be greatly appreciated.

Faithfully yours,

A. C. FETTERLY (signed)

Mayor

Hydro-Electric Commission.

Toronto, Ont.

September 11, 1914.

Dear Sir:-

The Ontario Planning Commission, of which I am

very pleased to be a member, has the honor to

acknowledge the receipt of your letter of the 10th

inst. in relation to the proposed hydro-electric

development. It has been referred to the

Committee on the subject of the proposed

development. The committee has the honor to

advise you that the subject has been referred to

the committee on the subject of the proposed

development. It has been referred to the

committee on the subject of the proposed

development. It has been referred to the

committee on the subject of the proposed

development. It has been referred to the

committee on the subject of the proposed

development. It has been referred to the

committee on the subject of the proposed

development. It has been referred to the

Jan. 6th, 1920

G. F. Drawry, M.B.F.C.,
to A. C. Patterly,
Mayor of Cornwall

Dear Sir:

We acknowledge receipt of your letter of Dec. 24th and note that an erroneous rumor exists to the effect that we were responsible in turning the Jenokes Spinning Company away from Cornwall.

It ought to be evident to the well thinking citizens of your Municipality that our efforts would be all to the contrary as every load we can secure is an asset to the Municipalities of the St. Lawrence System and an indication of the success of that system. Naturally we were keenly interested in the activities of this concern and received correspondence from them since we quoted the prices for power, which we thought were favorable. We made no other quotations to this Company or inducements to locate elsewhere. All prices quoted them were for service at Cornwall and we can hardly see any grounds for the rumor. The following are the prices quoted this company, if other conditions were satisfactory to locate in your Municipality:

For 1500 h.p., 44000 v.	\$23.92
2000 h.p. "	23.06
3000 h.p. "	23.91
3600 h.p. "	23.17

This information is for your personal use to allay any erroneous impression among your citizens.

We are especially interested in the feeling prevalent in your municipality as the existing sentiment is affecting other municipalities concerning the district. It appears to us that there is considerable for your citizens to learn about the benefits of Hydro. Your newspapers at the present time have not a very favorable attitude and the statements they publish are so far from the facts that if they are stated in sincerity something should be done to get them thinking along the proper lines.

Yours truly,

GFD/EL.

CHIEF ENGINEER.

1941

1941-1942

U. S. Navy, 1941-1942

1941-1942

1941-1942

1941

The following is a list of the names of the persons who were members of the committee on the part of the Navy during the year 1941.

It is to be noted that the names of the persons who were members of the committee on the part of the Navy during the year 1941 are listed in the following table.

NAME	1941
1941	1941
1941	1941
1941	1941

The following is a list of the names of the persons who were members of the committee on the part of the Navy during the year 1941.

The following is a list of the names of the persons who were members of the committee on the part of the Navy during the year 1941.

No. 10

From John A. Chisholm, Mayor of Cornwall.
to Mr. Pope

Feb 7/21

Dear Sir:

Electric Power for Cornwall and vicinity

I would like to be informed just what the exact situation is if you could oblige me with the information.

Has the Hydro-Electric any power available at this time for Cornwall, and if so how much or how big a block could it furnish? Where would it get it?

If you are at liberty to do so, would you kindly inform me as to the situation between Hydro-Electric Power Commission and Decar Rapids Manufacturing and Power Company, and Cedar Rapids Transmission Company, and St. Lawrence Power Company (Canada).

The secretary of our Board of Trade informs me that there is a party willing and anxious to get 3500 h.p. Would your Commission be in a position to furnish this and if so where would you get it?

A committee to look into the whole power situation as it affects our town and vicinity, of whom I am convener, has been appointed, and before calling this committee together I would like to be in a position to give it some definite detailed and reliable information. Our town and our Board of Trade and our other agencies here wish to negotiate with manufacturers, and we would like to be in a position to tell them definitely what we can offer, or what they may rely upon in the way of power.

What we would like to be assured on is the point whether we could get power or not and if so how much; the matter of price can be negotiated for later.

Yours very truly,

JOHN A. CHISHOLM,
Mayor of Cornwall

T. B. Macaulay,

President Sun Life Assurance Co.,

To Mayor Chisholm of CornwallMontreal, Feb. 8/1921

Dear Mr. Chisholm: Chisholm

I was very pleased to hear from Messrs. Macnutt and Colville that there was every likelihood of your municipality and the companies in which we are interested in Cornwall getting together and making a mutually satisfactory settlement. I will say that if these proposals are

I am writing you to let you know that I am prepared to approve of the expenditure of approximately \$23,000 for the adoption of Plan No. 2 for paving by the Cornwall Street Railway Company, provided that the municipality grants us a renewal of our electric lighting franchise for ten years, either upon the composite rates for domestic and commercial consumers as was submitted in 1919, or in the alternative, upon a flat rate of 7½ cents per K.W.H. less twenty per cent., making 6 cents net.

I regret, however, to say that upon the advice of our engineer there must be some modification of the street lighting proposals made in 1919. These proposals, I understand from him, would result in our giving you street lighting at less than one and one-half cents per kilowatt hour, or less than cost. This, of course, is a ridiculously low price. His reasons for this are that the price of lamps (of which we would have to provide two replacements a year) has increased considerably in the last two years. Also I may point out that our wages have increased over \$18,000 per annum since 1919.

It is also understood that a franchise will be passed, permitting us to charge the cost for our gas plus 6% on our present investment of \$40,000 plus 5% for depreciation.

As you will wish to have some control over the cost, we are quite willing that it shall be provided that before any new money be invested either in enlarging, replacing or rehabilitating the gas plant on this plan, the consent of both the municipal council and the Company's directors shall be obtained.

While we understood that under the law of the Province of Ontario we cannot charge more than a five-cent fare on the street railway, we also would point out that there are very few street railways on the North American continent giving service at such a ridiculously low figure as that today. While all costs of labor and material have gone up from 100% to 150% the price of a ride in the street car has remained the same as it was when a dollar was worth a dollar and not fifty cents.

We would ask, therefore, that an amendment of the street railway franchise be submitted, providing that if the City of Cornwall is ever legally able to do so it will raise its rates for passenger service as high as those which may be in force in the City of Toronto.

[illegible]

As you will wish to have some control over the cost, we are quite willing that it shall be provided that before any new money be invested either in enlarging, replacing or rehabilitating the gas plant on this plan, the consent of both the municipal council and the Company's directors shall be obtained.

While we understood that under the law of the Province of Ontario we cannot charge more than a five-cent rate on the street railway, we also would point out that there are very few street railways on the North American continent giving service at such a ridiculously low figure as that today. While all costs of labor and material have gone up from 100% to 150% the price of a ride in the street car has remained the same as it was when a dollar was worth a dollar and not fifty cents.

We would ask, therefore, that an amendment be introduced, providing

Macaulay to Mayor Chisholm

-2-

I may tell you that if these proposals are accepted by the municipality and we are legally granted our desires as herein set forth, it is our expectation to make expenditures in rehabilitating and improving our properties in Cornwall of upwards of \$100,000.

If you can be of any assistance in carrying out these negotiations, and if you and your fellow-members would care to discuss this matter with me, it would give me great pleasure if you and your associates would have lunch with me in the near future. While, as a rule, I leave most of these matters to my officers, I have had for some years a very personal interest in the Cornwall situation, and I shall be only too glad to co-operate personally in coming to a mutually satisfactory solution of our past difficulties.

Very truly yours,

(sgd) T. B. Macaulay.

President Sun Life.

No. 12

G. P. Brewry of H.E.P.C.

TO Mayor Chisholm

Feb. 24, 1921

Dear Sir:

On the return of Mr. Jeffery to the office, I am informed by him that you are anxious to know the understanding between the Commission and the Cedar Rapids Company regarding the supply of power to your municipality and the district adjacent. I wish to confirm Mr. Jeffery's statement that there is an understanding between the Commission and the Cedar Rapids Company to the effect that the Commission will take charge of all increases for power in this district, including your Municipality, and that the Company will in turn not compete with the Commission.

Yours truly,

GPD/L

CHIEF ENGINEER

No. 13

Mr. Pope C. Talbot

General Manager, H.M.S.C.

April 8, 1921

1st March, 1921

To Mayor Chisholm of CornwallRe Electric Power for Cornwall
and vicinity

Dear Sir:

Yours of the 7th February came duly to hand and regret the delay in answering your letter but the delay has arisen from the continued absence of the writer from the office owing to the sittings of the Radial Railway Commission. Negotiations, however, have been going on in the meantime for an additional supply of power and, I presume that the 5,500 h.p. which you mention is a similar application to that received from Mr. McCarthy on behalf of the Cornwall Terminal Company. The Commission have also received an application from another important industry that intends to establish a plant in the Town of Cornwall and it is hoped that satisfactory arrangements will be made for the power that this Company will require, which will amount to approximately 1,000 or 1,500 h.p.

Again apologizing for the delay in this matter,

I remain

Yours truly,

SECRETARY.

100

100

100

100

100

100

100

100

100

100

100

100

100

No. 14

FROM J. J. Fallon
TO Mr. Jeffery, H.E.P.C.

April 6, 1921

Dear Sir:

I have been at a couple of joint meetings of the Board of Trade and the Town Council in Cornwall and they insist upon another by-law being brought on in the very near future, possibly in a couple of weeks' time, to grant a further contract to the Stormont Electric Power Co. for 10 years. The proposition has been presented by the Company through Mr. Macaulay of the Sun Life, and they have offered to spend \$25,000 on its streets providing they get the extension for 10 years, but claiming that they will not spend one dollar under any other circumstances. This, of course, means the tying up of the street light, gas plant and electric street railway in one. As there is a very large number of the citizens and the certain class who are at the top of this, and working hard for it, we will have to make some endeavor to offset it. There are three or four men in the Town Council interested in the Street Railway, which I do not think is legal. I cannot say how many men in the Board of Trade, but from appearances they are all lining up in this direction. Can you tell me if we are forced to take over the present power plant and street railway. Can you also let me know if the H.E.P.C. are in a position to give us light and power. I would like to be informed in every respect possible because I am positive that the election of this year's Council and also the council of the Board of Trade were elected especially for the purpose of putting over the one, the people who beat them in October 1919. Would it be possible for you and your representatives to get busy in this connection at once. There is 95,000 common stock in this Company, and I am persuaded to believe that the deeply interested people here have the big portion of it, and wish to make the best of their own and allow the masses to suffer.

Please let me hear from you at your earliest convenience, and oblige

Yours very truly,

FALLON BROS.

per J. J. Fallon.

Page 4 of 4

Page 4 of 4

conventions, and other

These are the first of your earliest

own and allow the members to elect.

believe that the deeply interested people have the

common stock in this company, and I am convinced

that in this connection as well, there is no

it is possible for you and your representatives to

know, the people who have been in business for

years, and who have been in business for

years, and who have been in business for

years, and who have been in business for

years, and who have been in business for

years, and who have been in business for

years, and who have been in business for

FROM J. J. Fallon
TO Mr. Jeffery

April 8, 1921

Dear Sir: Mr. Fallon

Enclosed you will find particulars regarding meeting, only as you will note there is no publication to objection. I met Mayor Chisholm with a couple of councillors last evening and they told me that they had written and wired to you several times since the 27th day of February with regard to fifteen hundred horsepower for the Phillips Mfg. Co., and received no reply from you or any member of the Hydro Commission. I told them I would write to you and would get an answer from either yourself, or Sir Adam Beck, by return mail.

Can you tell me how many places Hydro is in at the present day? The number of municipalities or towns satisfied, and those dissatisfied, or any other information pertaining to same.

I am very sorry to bother you so often, but I am held up here on all corners by supporters of the Stormont Electric Light Heat & Power Co.

Yours very truly,

J. J. Fallon

1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679

NOTES AND

I am held up here on all corners by supporters of the

SECRETARY OF THE ARMY

is now in the hands of the...

ROYAL LAM I. 1001001/40.00

9th April, 1921FROM C. F. Drewry of H.E.P.C.TO J. J. Fallon

Dear Sir:

I beg to acknowledge your letter of April 6th and have noted with interest the contents. I wish to express my surprise at the turn of affairs in your municipality.

There should be no question about the ability of the Hydro-Electric Power Commission to serve your municipality in a better manner than the present Company, and the necessity of your municipality, carefully considering the disadvantage of having no connection with the Hydro-Electric Power Commission, is daily brought to our attention in dealing with the numerous inquiries for power in this district.

I wish to state that we are ready and at the disposal of the municipality to render any service for its general good, but must of necessity receive a request for such aid before we can take much action.

Yours truly,

CFD/L

ASS'T ENGINEER

1921

1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766

Lactuca sativa L.

FROM G. F. Drewry

TO J. A. Fallon, Cornwall

April 12, 1921

Dear Sir:

We acknowledge your letter of April 8th, and wish to further report that Mr. A. C. Patterly visited the office this morning and had a discussion with Messrs. Jeffery and Drewry regarding the situation in Cornwall.

In answer to your question regarding letters forwarded by the Mayor, we wish to state that we have received several letters from him and also from the Board of Trade, in reference to the Eugene Phillips Manufacturing Company. Mr. Jeffery also visited Cornwall in connection with this matter, and explained to the officials of your municipality that as soon as a request was submitted to the Commission by the Company, the matter would be taken in hand, but as your municipality was not in a position to take care of the request for power from time to time, the Commission was of necessity obliged to take the power situation in hand in your municipality, and deal directly with the inquiries as they were received. This policy has been adopted in connection with the Phillips Company, and a price has been quoted. Furthermore, we wired your Board of Trade on the evening of the day on which the proposal was forwarded to the Eugene Phillips Company, so that your officials would be fully informed of the affair. You can readily understand that we received pressing letters from all quarters in reference to this Company, as parties were keenly interested in getting the industry, and if we were seemingly negligent in answering the Mayor's letters from time to time, it is because we had not information which would be of any interest to him. We must point out, however, that we did not ignore his correspondence. The inquiry was for a large block of power, and considerable time was required on the Commission's part to investigate the whole situation before quoting the Company. This took from two to three weeks.

We have not at hand the exact number of municipalities receiving Hydro power at the present time, but there are approximately 275. It would be

No.17 (contd)

difficult to determine just what municipalities are dissatisfied, if any. We question, if a vote of the people were taken in any municipality, if it would register dissatisfaction on the principle. There may be specific negotiations over which municipalities may be dissatisfied, but they are certainly not dissatisfied with the principle. The Commission may from time to time be criticised for certain judgments and conclusions reached. Like all other organizations, it probably is not perfect, and cannot please the public as a whole. It is always willing to listen to fair criticism, however.

We are very sorry to note the turn of affairs in your municipality. It appears that the electric light franchise in your town is being made a political football, and the officials responsible would appear to us to be subject to severe criticism by your citizens, in taking action on the situation which has already been decided by your ratepayers on a former occasion.

Yours truly,

GPD/L

CHIEF ENGINEER

Per G.F.D.

No. 18

FROM Mayor Chisholm
TO W. W. Pope

April 18, 1921

Dear Sir:

Electric power for Cornwall
Eugene F. Phillips Electrical
Works, Limited

Referring to mine of March 31st last to you, your reply of the 1st inst., and mine to you of the 4th inst., and my two wires to you of the 6th inst., and Secretary of our Board of Trade's interview with you afternoon of 6th inst., I would like to remind you that as yet I have not received the rate quotation and copy of proposed draft contract.

I have heard it stated that a rate quotation has been given the Eugene F. Phillips Electrical Works, Limited, by Hydro-Electric. I have nothing here that I can lay before our Council or inform our Board of Trade upon.

Respectfully, I think you will agree with me that, as Mayor, I should be furnished this information.

Yours truly,

John A. Chisholm

Mayor

1892

5

18

No. 19

"THE MUTUAL LIFE ASSURANCE COMPANY OF CANADA"

A. C. Fetterly
General Agent,

Cornwall, Ont. June 17th, 1921.

Hydro-Electric Power Corporation,

TORONTO, Ont.

Gentlemen:-

By concurrent post I am sending you Cornwall papers in which is printed the By-law for granting extension of franchise to the Stormont Electric Light and Power Company. You will see by the editorial what the 100 influential and progressive men of the Town think of the scheme. We shall be pleased to hear from you with as little delay as possible when Sir Adam can come so we may bill Cornwall and other important places in this Hydro district.

Faithfully yours,

A. C. FETTERLY(Signed)

1944

EX-100
1944-1945

1944-1945

1944-1945

1944-1945

1944-1945

By agreement with the President, the
Department of the Interior has been authorized
to conduct a study of the public lands
in the State of California. The study
will be conducted by the Department of the
Interior, and the results will be reported
to the President. The study will be
conducted by the Department of the Interior,
and the results will be reported to the
President. The study will be conducted by
the Department of the Interior, and the
results will be reported to the President.

1944-1945

V.B.
Submitted to Council
Approved by Electors
July 8th, 1921-

NO. 20

No. 20

BY-LAW NUMBER OF THE TOWN OF CORNWALL.

for the year 1921, being a by-law extending the Franchise of the Stormont Electric Light and Power Company Limited.

WHEREAS the Stormont Electric Light and Power Company Limited have heretofore been lighting the streets and public places of the Town of Cornwall, under an agreement, which will expire on the first day of July, 1923;

AND WHEREAS the said Company has offered a reduction in rates and has with other allied utilities made concession and agreed to the expenditure of money, which will be of great advantage to the ratepayers of the Town of Cornwall, and has requested the Corporation to enter into a new contract with it for ten years from the first day of August, 1921.

AND WHEREAS the Corporation of the Town of Cornwall have entered into a contract with the Stormont Electric Light and Power Company Limited in writing dated the 14th day of June, A.D. 1921, for lighting the streets of the Town of Cornwall for a period of ten years from the first day of August, A.D. 1921, and fixing the rates to be charged by the said Company to private consumers within the Town of Cornwall for gas and electric light and regulating other matters therein referred to;

AND WHEREAS the said agreement is in words and figures following, that is to say:

THE HISTORY OF THE UNITED STATES

THE HISTORY OF THE UNITED STATES, FROM THE FIRST SETTLEMENTS TO THE PRESENT TIME, IN TWO VOLUMES. VOL. II.

THE HISTORY OF THE UNITED STATES, FROM THE FIRST SETTLEMENTS TO THE PRESENT TIME, IN TWO VOLUMES. VOL. II.

THE HISTORY OF THE UNITED STATES, FROM THE FIRST SETTLEMENTS TO THE PRESENT TIME, IN TWO VOLUMES. VOL. II.

THE HISTORY OF THE UNITED STATES, FROM THE FIRST SETTLEMENTS TO THE PRESENT TIME, IN TWO VOLUMES. VOL. II.

THE HISTORY OF THE UNITED STATES, FROM THE FIRST SETTLEMENTS TO THE PRESENT TIME, IN TWO VOLUMES. VOL. II.

MEMORANDUM OF AGREEMENT DATED THIS 14TH DAY
OF JUNE A. D. 1921

BETWEEN:

The Stormont Electric Light & Power
Company, of the Town of Cornwall, in
the County of Stormont, hereinafter
called "The Company"

OF THE FIRST PART.

AND

The Corporation of the Town of Cornwall
in the County of Stormont, hereinafter
called "the Corporation"

OF THE SECOND PART.

WHEREAS the Stormont Electric Light & Power Company
is a duly INCORPORATED COMPANY, and under and by virtue
of the Act respecting Companies for supplying steam,
heat, electricity or natural gas for heat, light or power,
being Chapter 204 of the Revised Statutes of Ontario,

A.D. 1914 has power to operate works for the production
sale and distribution of electricity for the purposes of
light, heat and power, and the said Company under and by
virtue of the said Act, has power to conduct such
electricity by any means through, under or along the
streets, highways, and other ~~XXXX~~ public places of the
Town of Cornwall subject to such agreement in respect
thereof as shall be made between the said Company and
the Corporation of the Town of Cornwall.

AND WHEREAS the Company and the Corporation on
the 26th day of November, 1912, entered into a contract
for lighting the streets of the said Corporation and for
regulating the supply of electric light to private
consumers in the Town of Cornwall for a period of ten
years from the 1st day of July, 1913, which contract
has yet to run until the 1st day of July 1923;

AND WHEREAS the Company has offered a reduction in
rates and has with other allied utilities made concessions
and agreed to the expenditure of money, which will be
of great advantage to the ratepayers of the Town of
Cornwall, and has requested the Corporation to enter into
a new contract with it for ten years from the first day
of August, 1921;

NOW THIS AGREEMENT WITNESSETH that the Company,
their successors and assigns and the Corporation and their
successors, covenant, contract and agree with one
another as follows:

The Company are to continue the contract for street
lighting until the first day of August, 1921, according
to the terms and conditions set out in the said contract

of the 26th day of November, 1912, with the exception that by the first day of September A.D. 1921 they are to supply 100 candle power lamps for the lighting of the said streets in place of the lamps designated in the said contract of November 26th, 1912. The said lamps to be located where lamps are now located in the Town of Cornwall and to the number now in use.

The Corporation are to pay the Company for the said lamps the sum of Nine Dollars (\$9.00) each, and for any additional lamps that ~~may~~ may hereafter be placed during the term of said contract, the sum of Nine Dollars (\$9.00) each, in each and every year during the term of ten years, payable in monthly instalments.

The Corporation in further consideration of the Company furnishing the said light agrees to fix the assessment on all the Company's property, works, machinery, poles and wires in the Town of Cornwall, during the said term of this contract at the sum of \$25,000.00 in each year, and the Company at their own expense are to procure, if necessary, legislation to ratify and confirm this part of this agreement.

The Company shall have the right to use the streets, highways, and other public places in the Town of Cornwall, for the transmission and distribution of electricity for light, heat and power subject to the following regulations;

The Company shall continue to conduct their electricity through and along the said streets, highways, and public places of the Town of Cornwall, or such extension thereof as may be made during the currency of this contract, by means of wooden poles to which are to be attached wires, transformers, lamps and other devices necessary for the transmission and distribution of the electricity for light, heat and power and the Company shall maintain such system in efficient condition. The poles shall be smooth, round wooden poles, reasonably straight, not less than six inches in diameter at the top and shall be kept suitably painted. The poles to carry the lamps mentioned in this contract and all poles to be erected by the Company, and not now located, shall be placed at such points as the Chairman of the Road Committee, the Chairman of the Fire, Light & Police Committee and the Mayor or any two of them shall direct, and each pole so located, or which has heretofore been located and placed shall be changed from its position at the expense of the said Company once, during the said term of this contract upon request and at the direction of the Corporation and shall be further changed as often as the Corporation shall request according to the direction of the Corporation but each such change of any of said poles over and above one change during said term shall be at the expense of the Corporation.

The Company agrees that within three years from August 1st, 1921 it will on Pitt Street from Water St. to Fourth Street combine when practicable its existing pole system with that of the Cornwall Street Railway, Light & Power Co. Ltd., and that further it will erect no new pole on any of the streets of the said Corporation where a pole of the said Cornwall Street Railway, Light & Power Co. Ltd can be used.

In the event of any lamps of the said system of lighting in the streets remaining unlit through the neglect of the Company for two consecutive nights in any one month, or in the event of the lamps becoming impaired in efficiency through use so as not to give at least 80% of the amount of light stipulated for in this contract, and such impaired lamps not being replaced by new ones within twenty-four hours of the receipt of a notice in writing from the Corporation to replace same, a deduction will be made of four times the cost price per night for the current consumed for each lamp so remaining unlit for such time as they shall remain unlit after the expiration of said twenty-four hours, and four times the cost per night for the current consumed for each impaired lamp not replaced within the said twenty-four hours of such notice for such notice for such time as such impaired lamp shall remain unreplaced after the expiration of said twenty-four hours.

The Street Lamps shall be suspended at a height of not less than twelve feet, said lamps to be put on brackets projecting out from the poles and the height and position of such lamps may be decided by the Chairman of the Road Committee, the Chairman of the Fire, Light and Police Committee and the Mayor, or any two of them.

All lamps are to be furnished by the Company who are to renew the same from time to time as necessity requires and sufficiently often to maintain them at the stipulated candle power.

The lamps shall remain at such places as have been marked on a plan supplied by the Corporation filed in the office of the Town Clerk and signed by him for identification, a copy of which has been supplied to the Company.

The Lamps are to be kept burning from sunset to sunrise on every night during the said term of ten years. The Company shall supply or cause to be supplied electricity necessary to keep the said lamps burning during the time above stipulated up to the capacity above stipulated, and shall keep said lamps renewed, clean and in proper repair, and shall keep the wires, and other devices leading to the lamps in proper repair and condition and care shall be taken by the Company at all times to see that all necessary precautions are taken so as not to cause loss of life or

damage to persons or property from live wires or other causes, and the Company shall indemnify and save harmless the Corporation or its employees, for which the Corporation shall be legally liable, and which may be occasioned to persons or property on consequence of the poles, wires, lamps or other property of the Company being on the streets.

The Company shall upon receiving notice in writing from the Clerk of the Corporation pursuant to resolution of the Town Council, furnish additional lamps upon the streets wherever required by the Corporation at any place within the corporate limits of the Town of Cornwall, provided, however, that no lamp is placed at a distance of more than 600 feet from the Company's then existing line of wire at the price of sum of \$9.00 per year for each 100 candle power lamp.

The Company shall furnish electric light to private consumers within the Town of Cornwall, during the term of the said contract at the following rates:

DOMESTIC SERVICE: A service charge of 3 cents per month per 100 sq.ft. of floor space (minimum 50 cents; maximum 90 cents) plus 4 cents per kilowatt hour for the first 3 kilowatt hours per 100 sq.ft. per month. Plus 2 cents per kilowatt hour for balance of monthly consumption. Less 10% for payment within fifteen days from mailing or delivery of the bill by the Company to the consumer.

COMMERCIAL SERVICE: 7½ cents per kilowatt hour for the equivalent of the first 30 hours' use of the connected load plus 5 cents per kilowatt hour for the next 70 hours' use of the connected load plus 0.8 cents per kilowatt hour for the balance of the monthly consumption. Less 10% for prompt payment as above. In no case shall the monthly bill for commercial service be less than 50 cents net.

In the alternative, in the case of any consumer domestic or commercial, so electing, the Company shall furnish electric light for the price or sum of 7½ cents per kilowatt hour, each subject to a cash discount of 20% for payment of the accounts for the said light on or before the 15th day from mailing or delivery of the bill by the Company to the consumer, the month the said electricity is consumed. In no such case shall the monthly bill be less than 50 cents net. The customer may elect to change from the composite to the flat rate, or from the flat to the composite rate once during the term of the contract.

Where the composite rate is taken, the measurements of the house will be the gross area in even hundreds of square feet, less 10% for salls. It being distinctly

understood that verandas, cellars and unoccupied attics are to be excluded in arriving at said measurements.

The Company shall give to consumers on the 6¢ flat rate a net cooking rate 3¢ per kilowatt hour, provided however, that the cooking appliance so to be used will require at least one kilowatt of electrical energy.

The Company shall provide free of charge proper and sufficient meters for measuring the electrical current consumed by each private consumer.

It is further agreed and provided that the Corporation may at the end of five years from the 1st day of August, 1921, if it so desired, and at the sole option of the said Corporation, require that an arbitration shall be held to determine the price at which electric light shall be supplied to private consumers within the Town of Cornwall, and also the price at which the said Street lighting lamps shall be charged for in the event of the Company then refusing to grant such reductions as the Corporation may consider reasonable. Such arbitration shall be before a Board consisting of an Arbitrator nominated by the Company, and a third Arbitrator agreed upon by the two Arbitrators so appointed. In default of the arbitrators so appointed agreeing upon a third Arbitrator the Corporation may apply to the Judge of the County Court of the United Counties of Stormont, Dundas and Glengarry to appoint said third Arbitrator or Umpire. The Arbitrators shall then convene as a Board and shall decide whether the prices fixed by this contract should be reduced, and if so, by how much, and shall fix a new scale of prices which shall remain in force for the balance of the contract period. The decision of the Arbitrators shall be final. The Company and the Corporation shall each pay half of the expense of the said arbitration. If however, the Corporation shall before the time for exercising such option arise, grant a franchise to any competing electric light Company, this clause shall be inoperative.

The Company shall upon request by the Corporation on petition duly filed with the Corporation by residents on any street where the Company's house lighting lines are now erected, desiring to have electric light, and agreeing to consume and pay for so much thereof as shall give to the Company a return of 10% per annum net upon the capital sum required to completely construct such extension, extend its lines upon such street or streets and the Corporation on its part agrees to place a street light upon any such street or streets provided none is already placed there.

The Company shall continue to provide from and after the 1st day of August A.D. 1921, a continuous 24-hour

-7-

daily service on its electric lighting system for private consumers. all not be discontinued during the continuance

For the purpose of making tests of the current and voltage supplied to the lamps and all existing apparatus, and appliances, it is understood and agreed that the Company will furnish the Mayor of the Corporation, or such other persons as the Council of the Corporation may authorize, access to at all reasonable times, to all lamps, poles, conduits, apparatus or machinery on the streets, or at any of the stations of the Company supplying current or light under this agreement, and the Mayor or such person so authorized shall have the privilege at any and all times while the lamps are burning of testing any of the said circuits at such points as may be selected by him by the use of such standard measuring instruments as he may desire to use, and he shall maintain such instruments in circuit for so long a time as he may deem advisable and any electric lamp not found to be of the standard and of the brilliancy required by this agreement will not be considered as burning.

It is distinctly understood and agreed that the lamps used for street lighting shall be of such construction and quality that when supplied with 120volts they will give 100 candle power brilliancy.

The Company shall maintain at their own expense an efficient system of patrol for inspecting the entire street lighting circuit while the lamps are burning at least twice a week, so that anyx lamps which fail to burn properly shall be promptly reported and put in order or immediately replaced. It is understood by the Company that the utmost diligence shall be used in order that the streets, squares and public places shall be efficiently lighted.

Any Police Officer of the said Corporation on printed complaint forms to be supplied by the Company may require the replacement of any street lamp burned out of whose efficiency is impaired below the contract requirements and the Company shall if such complaint is justifiable under this contract forthwith replace the same.

Changes of location of lamps must be made by the Company, within a reasonable time after the receipt of notice from the Mayor, and the actual cost only of the labor and material in making the change shall be charged to the Corporation.

The Corporation reserves the right at any time to discontinue any lamp or lamps as they may deem expedient provided, however, that the number of lamps so discontinued shall not exceed five in any one year, and provided

however, that the number of lamps contracted for under this agreement shall not be diminished during the continuance hereof to a number less than 330 and provided that if any lamp shall be discontinued before it has been in use one year, the Company shall be entitled to be paid a rental therefore to the end of the year from the time of its having been first used unless the lamp was ordered under a special arrangement.

In case of fire the Company shall have a man on the scene within a reasonable time after the alarm has been given who will cut or remove such lines or wires as may interfere with the work of the firemen. In case the Company's employee is not at the scene of the fire within a reasonable time after the alarm has been given the fire department may remove or cut the wires at its own risk, and it shall be the duty of the Company as soon as possible thereafter to render the wires and lines harmless, and to restore them at once after the exigencies which caused their removal have ceased to exist, without expense to the Corporation provided that no rebate shall be deducted for any such street lights as may be extinguished by such contingencies.

It is further provided that the new rates herein contained shall come into force on the 1st of August 1921 and that this contract and all terms thereof shall date from that date.

The Company further agrees that there will be expended on or before the 31st day of December, 1922, in renewing, rehabilitating and improving its property and the properties of other allied utilities in the Town of Cornwall, at least \$67,000 over and above the amount to be expended by the Cornwall Street Railway Light and Power Company Ltd. in repairing and improving its road way on Pitt Street as provided in the agreement between the said Cornwall Street Railway Light and Power Company and the Town of Cornwall, bearing even date herewith.

The Company further contracts and agrees that it will continue to supply gas to consumers in the Town of Cornwall, for a period of five years from the first day of August, 1921, barring major accidents. The said gas to be sold to the consumers at \$2.20 per thousand feet less 20¢ per thousand feet for payment within fifteen days from day of mailing or delivery of the bill, provided however, that in case of any major accidents occurring that will cause the expenditure of more than \$5,000.00 the Company shall not be obliged to continue the services if it so decides.

The said Company further covenants and agrees that it will pay the expenses incurred by the Corporation in the submission of this by-law.

In consideration of the concessions made by the Corporation in this contract, the Company covenants and agrees that the terms of the contract between the Corporation and the Cornwall Street Railway Light and Power Company bearing even date herewith shall be carried out in every particular by the said Cornwall Street Railway Light and Power Company Limited.

IN WITNESS WHEREOF the parties hereto have subscribed their names, the Corporation by its Mayor and Clerk, under the official seal of the Corporation and the Company by its President and Secretary under its Corporate seal.

SIGNED, SEALED AND DELIVERED
in the presence of

As to the Corporation of the
Town of Cornwall

As to the Stormont Electric
Light & Power Co

AND WHEREAS it is necessary that the said agreement should be submitted to and receive the assent of the electors of the Municipality of the Town of Cornwall in the manner provided by the "Municipal Act" with respect to by-laws requiring the consent of the Electors;

THEREFORE the Municipal Council of the Corporation of the Town of Cornwall with the consent of the said Electors enacts as follows:

1 - That the said Agreement be and the same is hereby ratified and confirmed and shall be binding on the Corporation of the Town of Cornwall, according to the terms ~~hereof~~ thereof.

2 - This By-law shall come into force and effect immediately upon the final passing thereof.

READ a first and second time in open Council this 13th day of June, A.D. 1921.

.....
MAYOR

.....
CLERK

IN ADDITION TO THE ABOVE, THE FOLLOWING IS A SUMMARY OF THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904.

THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904, ARE AS FOLLOWS:

1. THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904, ARE AS FOLLOWS:

2. THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904, ARE AS FOLLOWS:

3. THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904, ARE AS FOLLOWS:

4. THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904, ARE AS FOLLOWS:

5. THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904, ARE AS FOLLOWS:

6. THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904, ARE AS FOLLOWS:

7. THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904, ARE AS FOLLOWS:

8. THE RESULTS OF THE TESTS CONDUCTED AT THE LABORATORY OF THE BUREAU OF MINES, U. S. DEPARTMENT OF THE INTERIOR, WASHINGTON, D. C., ON THE 15TH, 16TH, AND 17TH OF MARCH, 1904, ARE AS FOLLOWS:

Toronto, July 4th, 1921

Sir Adam Beck,

Chairman, HydroElectric Power Commission,

190 University Avenue, TORONTO.

Dear Sir:-

re CORNWALL STREET RAILWAY

The documents submitted to us as containing the franchise of the Cornwall Street Railway Light and Power Company by virtue of which that Company operates the Street Railway in Cornwall and vicinity are, first: By-law Number 47 of the Town of Cornwall passed the 27th day of December, 1895, and second, By-law Number 33 of the Town of Cornwall passed on the 19th day October, 1914, and confirmed by an Act of the Legislature of the Province of Ontario assented to on the 8th day of April, 1915.

By-law number 47 of 1895 granted "to W.R. Hitchcock, his associated, assigns, transferees, or such Company as may be formed by him or them" the right to operate a street railway on certain streets in the Town of Cornwall for the period of twenty years subject to the terms and conditions set out in the By-law. The Cornwall Street Railway Light and Power Company presumably was incorporated and obtained from W.R. Hitchcock the franchise right. There are no documents produced showing any transfer from Hitchcock or his associates. There was, we infer, a proper transfer to the Company from the fact that the Company has constructed and operated the railway since the date of the By-law. The

relaxation toward classical physics, namely:

of General passed the 25th - 1895 and 1896

There are no documents produced showing any transfer of

11-10-41

... operated the railway since the date of the 19-11

Page #2. Sir Adam Beck.

franchise was extended by By-law Number 38 in the year 1914 above referred to for a period of twenty years from the date of the By-law that is until the 19th day of October, 1934, subject to the terms and conditions set out in By-law Number 47 with certain exceptions which are not material to the matter now under consideration. By-law Number 47 therefore contains the terms and conditions upon which the Street Railway Company operate at the present time upon the streets in Cornwall.

It is provided by paragraph No. 8 of By-law Number 47 amongst other things as follows:-

"The roadway between and within, at least one foot six inches from and outside of each rail shall be macadamized or paved as the Corporation may pave from time to time along the line of said street railway and kept constantly in good repair by the said Company who shall also be bound to construct and keep in repair crossings of a similar character as those adopted by the Corporation within the limits aforesaid, at the intersection of every railway track and cross street.

Should the Company neglect to keep the track or the roadway or crossings between and on each side of the rails in good condition, or to have the necessary repairs made therein, the Town Engineer or any other proper officer shall give notice thereof, requiring such repair to be made forthwith and if not made within a reasonable time the said repairs to be made and the amount so expended may be recovered against the said Company in any Court of competent jurisdiction."

Under this provision the Company are bound to pave from time to time the space between the rails and one foot six inches on the outside of each of the rails with a pavement of the general character of that laid down by the Corporation on the street outside the roadway to be paved by the Company and the Company is bound to keep at all times that part of the roadway to be paved by it in good repair.

the Street Railway Company operate at the present time upon the streets in Cornwall.

It was at this time that the following was received from the General Counsel of the FBI:

Paragraph Six (6) of the By-law provides as follows:-

"The said Company shall in laying their tracks, switches, and turnouts conform in all cases to the grade line of the streets as now established, or as they may hereafter be changed or established by the said Corporation, and they shall in case of any such change of grade conform thereto and alter such tracks, switches, and turnouts at their own expense."

Under this provision the Company are under obligation at their own expense to alter their tracks, switches and turnouts to any grade on any of the streets that may be established by the Corporation.

By-law Number 33, Sec. 5 provides:

"That the company are to keep up their equipment and tracks so as not to create any excessive noise in the operating of their cars and shall remove flat wheels when they occur."

The proposed agreement between the Cornwall Street

Railway and the Corporation is, we understand, to be similar to that signed by the Township of Cornwall and dated the 14th day of June, 1921. The Railway Company, in consideration of an extension for ten years of the existing franchise rights of the Stornont Electric Light and Power Company proposes to agree to do three things:-

FIRST: "To order materials, repair and renew the tracks on Pitt Street as detailed in their Engineers' Report submitted to the Corporation, putting in new ties, and heavier rails where necessary." This obligation is for all practical purposes, already covered by Clause 5 of the By-law Number 47 of 1895, and Clause 5 of the By-law Number 33 of 1914, which provides that the rails, sleepers, ties, chairs, spikes, and other track material shall be of the best quality of their respective kinds and that the Company shall keep up their equipment and tracks so as not to create excessive noise in operating their cars.

...

...

...

...

...

...

...

...

Page #4.

Sir Adam Beck

SECOND: The Company proposes "to make the grade of the said tracks conform to the grade of the permanent roadway to be built by the Corporation on Pitt Street from Water Street to Ninth Street". This obligation of the Company is specifically provided for by paragraph six of the By-law 47 above referred to by which the Company agrees that it shall in case of any "change of grade conform thereto and alter such tracks, switches, and turnouts at their own expense."

THIRD: The Company proposes "to fill in between the rails and for eighteen inches on the outside thereof with oiled macadam and to put down a sunken curb as shown on Plan No. 2 of the Company's Engineer's". The obligation to fill in between the rails and for eighteen inches on the outside thereof is covered by the paragraph of Sec. 8 of the By-law Number 47 above quoted under which the Company is bound to pave this space "as the Corporation may pave from time to time along the line of said street railway". As to the proposal to put down a "sunken curb" we have not seen Plan Number 2 of the Company's Engineer's but assume this is a curb lying next to the eighteen inches outside of each rail the top of the curb being flush with the street surface. There is no obligation under the Company's franchise to lay this sunken curb. Considering the obligation of the Company to maintain and keep in repair that portion of the roadway between the tracks and the eighteen inches on the outside where disintegration from vibration would be more likely to occur the construction of the sunken curb would appear to be more for the advantage of the railway company than the Corporation.

REMARKS The Company proposes "to make the grade of the said road
conform to the grade of the adjacent lands to be sold by the
Government and the said road shall be built thereon. This
proposition is not subject to any condition and the Government
is not to be bound by any condition in the said proposition. The
said proposition is not subject to any condition and the Government
is not to be bound by any condition in the said proposition."

REMARKS The Company proposes "to make the grade of the said road
conform to the grade of the adjacent lands to be sold by the
Government and the said road shall be built thereon. This
proposition is not subject to any condition and the Government
is not to be bound by any condition in the said proposition. The
said proposition is not subject to any condition and the Government
is not to be bound by any condition in the said proposition."

Page #5 Sir Adam Beck

The short result of the above is that these things which the Railway Company proposes to do in consideration of an extension of the Light Company's franchise are such as the Company is already bound to do under the terms of the franchise, except the construction of the sunken curb.

Attention should be called to the peculiar nature of the agreement proposed. Anyone would have thought that if the Light Company were to receive a benefit by the extension of its franchise that that company would be the one to agree to procure or cause the Railway Company to do the things which are proposed. Instead of that it is the Railway Company, which proposes to do something, for the alleged benefit of the Town of Cornwall, in consideration of an advantage to be gained not by the Railway Company but by the Electric Light Company.

What the Railway Company proposes to do is something which it claims that it is not already bound to do and would not otherwise do.

On this basis the shareholders of the Railway Company will be involved in an expenditure not covered by any existing agreement. Why then is it the Electric Light Company that is to benefit by this expense? No explanation is given in the papers before us.

(Signed) Geo. H. Kilmer

" O. S. MacInnes.

54.22

PAGE #3

CORNWALL 1921-1922

Synopsized Report of Cornwall meeting of
July 4th, 1921, taken from stenographic
report on H.E.P.C. file Y.135-4

Meeting in Town hall, Cornwall, at which Mayer
Chisolm presided. Present on the platform with him were:-
Reeve Chevrier, Dep. Reeve Pollock, Councillors Snetsinger,
Williams, Gault, Miller, Larose, Johnston, Mr. Wesley Hamilton,
Warden of the United Counties of Stormont, Dundas and Glengarry,
J.J. McLeod, Esq. M.P.P. and Mr. E. O'Callaghan.

Mayer Chisolm, as Chairman, opened by denying the
insinuations of some citizens that the members of the Town Council
were not fit to associate with honest men. Referring to the By-law
submitted in November, 1919, and to his personal opposition to
that By-law Mayer Chisolm stated " As I opposed that By-law in
1919 just as strongly and more strongly because I am bound by
my oath of office do I approve of the by-law which is now before
you my fellow-citizens and my fellow ratepayers. And what is the
history of it?"

Mayer Chisolm then traced the history of the
present by-law. In the four years prior to December 31st, 1920,
Cornwall paid in taxes to the United Counties the sum of \$32,000.
to be expended on the County road system. Not one dollar of that
money was spent in Cornwall. The town's representatives in the
County Council so successfully objected to the situation that
in January 1921 the Counties Council agreed to refund \$19,000.
on the condition that the money be expended in improving and

Page 14.

CORNWALL 1921-1922

Meeting in Town Hall, Cornwall, July 4th, 1921 (cont'd)

paving Pitte Street. The town entered into a contract with the Counties Council for the refund on that condition. Mayor Chisolm immediately consulted leading road engineers and was advised that before paving could be proceeded with on Pitt St. that there would have to be more permanent provision made to absorb the vibration from the street car tracks on Pitt St. and Mayor Chisolm accordingly opened negotiations with the Stewment Company in the hopes that something could be done to pave Pitt Street. He approached the Company, the Company did not approach the town, to see if some way could not be devised to pave Pitt Street and enable the town to take advantage of the offer of the Counties Council. On the 28th March Mr. Macauley of the Sun Life Assurance Co. made certain proposals pursuant to these negotiations. A meeting of the Town Council and Board of Trade and upwards of 50 people were called together early in April to consider the suggestions. Committees were appointed and tried to induce the Company to lay down the concrete foundations under their tracks and they would not do it. The Company pointed out that the Street Railway end of their utilities was not paying proposition and that they could not as reasonable men be expected to throw more money in an enterprise which was not paying them. Under their contract the Company was bound to keep the surface of the road between their tracks and 10" either side of the rails in good condition but that was all it was bound to do.

Meeting in Town Hall, Cornwall, July 4th, 1921 (cont'd)

This agreement provided that the Company must put in heavier foundations for their tracks, heavier ties, now and heavier rails and concrete sunk well under the ground to absorb the vibration at the cost of \$40,000. and at their own expense and simultaneously with the performance of the work of the improvement of the street. The Company in consideration of this expenditure asked for a renewal of their street lighting contract and following lengthy negotiations the present agreement has been entered into subject to the approval of the ratepayers. Mayor Chiselm told the meeting that the new contract meant 25% more light and \$9. instead of \$10. rate per lamp. Maxville is paying \$26. per 100 watt lamp per year; Chesterville \$19.00; Brookville \$15.35; Prescott \$12. The new contract provides for domestic light at 6¢ per k.w.h.

The Company have entered into an agreement with the town to spend some \$67,000. in improving the street lighting and other utilities, or a total of \$107,000. The town does not spend practically a dollar and gets its street lighting, domestic lighting and commercial power cheaper than can be furnished to any other town in the St. Lawrence System. " I well know that at this moment there are certain gentlemen in this town who are sent here at the public expense by the Hydro-Electric Commission, drawing good salaries. Where does the money come from? It must come out of the public funds and they are in this town, for what object? As one of them candidly told me the other day 'We are out to

Page 46

CORNWALL 1921-1922

Meeting in Town Hall, Cornwall, July 4th, 1921 (cont'd)

Commission is employing a stenographer at \$6.00 per day to take down what I am saying and that is to be charged up against whom? I don't know

"I want to state this, that from what I have seen and from what others have seen of the operation of the Hydro-Electric maintenance contracts in this vicinity, if that is a fair sample of what they are doing in the rest of this Province, then as one Ontario man I say, the sooner an investigation fully and impartially is held the sooner will some people be seen in the penitentiaries of this Province of ours for squandering the money of the people. The investigation will come some day, but it has not come yet."

Mayor Chisolm then took up the situation in Brockville, Prescott and other Hydro-Electric towns.

"Before I sit down I want to refer to this as a matter of public notoriety." *[Engine Phillips Co.]*

"On the 7th of last February I wrote the Hydro-Electric Commission (copied as letter #10) asking it, that as the Mayor and through me the citizens of Cornwall might be fully informed as to what the power situation was in Cornwall and its vicinity. I wanted to know who controlled the power where we would have to look for electrical power if we wanted it, what would it cost and how would we go about it to get here? Why did I ask for that information? Because we had heard that the W.G.F. Phillips Co. Wire Manufacturers of Montreal, were thinking of leaving that city and were looking for a site, and we wanted to get them here. I wrote that letter on the 7th of February. I was Mayor and I was answered

Page 37

CORNWALL 1921-1922

Meeting in Town Hall, Cornwall, July 4th, 1921 (con'td)

with a courteous silence - no reply. In the meantime we went on conducting negotiations with the Phillips people. Mr. Shetsinger and I made a trip to Montreal and interviewed the manager of that great enterprise and finally we were able to arrange that they would send two of their engineers up to Cornwall to look over the situation and see what we had to offer in the way of sites and enquire into the general situation here, and I still could get no reply from the Hydro-Electric, and I began to get suspicious. What is the matter they do not answer? The day was approaching when these two gentlemen would come up from Montreal. We wanted these men to meet the engineers from the Hydro to see what they would offer. Finally one morning I got on the telephone and I hung on that telephone from morning until quarter past five at night and when I would ask for Mr. Gaby, the Engineer, I was told he was sick. When I asked for Mr. Brewry who is here now, and who was the man who candidly told me they were out to capture Cornwall, when I asked for him, I couldn't get him, and finally between five and a quarter past I got somebody on the 'phone, I don't know who he was, the telephon record will show that that party said they would send a man down to Cornwall the following day to meet these two engineers of the Phillips people, if I would guarantee their expenses. I did not hear about any guaranteeing of the expenses for these gentlemen coming down here now to organize. However, I said yes, we will guarantee your expenses and 10 minutes afterwards Mr. Jeffrey rang me up and he came down the following day

Page 49

CORNWALL 1921-1922Meeting in Town Hall, Cornwall, July 4th, 1921 (cont'd)

and met these two gentlemen from Montreal and we tried to entertain them down here. That evening ^{Feb 22} I got up a little meeting and Mr. Joffery addressed them down here, and then came out some facts which the public so far as reporting in the newspapers had ever told us, was never heard of before. We talked about conspiracies. I pass that on, I am a Canadian and can stand a certain amount of abuse and we say many things we don't mean. I stand here as Mayor of this town to say that a conspiracy has been entered into between the Hydro-Electric Co. and the Cedar Rapids Co. behind the backs, without the knowledge, without the consent, without the approval of this municipality or its ratepayers. A conspiracy which absolutely stifles competition in the getting of power and puts the private individual under the very feet of the Hydro-Electric Commission. And on the 7th of February I wrote this letter to the Secretary of the Hydro-Electric Commission. "I would like to be informed just what the exact situation is, if you could oblige me with the information. Has Hydro-Electric any power available at this time for Cornwall, and if so, how much or how big a block will it furnish. If you are at liberty to do so, will you kindly inform me of the situation between the Hydro-Electric and the Cedar Rapids Co. and St. Lawrence Power Co. The Secretary of our Board of Trade informs me there is a party willing to take 3500 horsepower, would your Commission be in a position to furnish this, if so, where would you get it?"

Page 48.

CORNWALL 1921-1922

Meeting in Town Hall, Cornwall, July 4th, 1921 (cont'd)

"A Committee to look into the whole power situation here has been appointed and before calling this Committee together I would like to be in a position to give them some definite and reliable information. Our town and Board of Trade and other agencies here wish to negotiate with manufacturers, and we wish to be in a position to tell them definitely what we can offer them, and what we would like to be assured of in the report we can get how much we can get and the matter of price can be negotiated for later. Mr. Jeffery came here and made his statement, and I told him I wanted it in writing, and on the 28th of February I got this letter from the Hydro-Electric Commission Engineering Department." (Copied in full as Letter #13).

"Talk about conspiracies, ours was only about 30 cents worth compared with this attempt to strangle the eastern part of Ontario from an opportunity of progress."

1922

Aug. 16th - J.J. Fallon, the most vociferous supporter of Hydro in Cornwall wrote the Commission complaining that the Commission's purchasing agent purchased cement from a firm "who done their utmost against any Hydro in this town".

Sept. 6th - Mr. Brewster for the Commission replied to Mr. Fallon: "We wish to state that we were considerably annoyed to know that we were dealing with a party who does not sympathize with the Commission in its policies and endeavours."

Letter, Village Clerk to Board, stating that on investigation of the village council he would like to see some of the...

ABSTRACT OF CORRESPONDENCE

above place or on other plant, and in no, has been. Further work must be the proceeds sent per U.S. ...

HYDRO- ELECTRIC POWER COMMISSION'S FILES

relating to the

VILLAGE OF CHESTERVILLE-

of the Village Council ...
_____000000_____

(Special memo: Mr. Board expressed opinion 1900)

Sept. 4-

Letter, George A. Hill and Josiah Hamilton, Committee of the Chesterville Council, to Board requesting that as H.E.P.C. engineer be sent to give necessary information re securing electric light and power for the village through the H.E.P.C. Letter also mentions that Finch, a village ...

Oct. 21-

By-laws No. 217 on a question as to whether the revenues are in favor of a supply of electric power from the H.E.P.C. ...

For the By-laws 30
Against the By-laws 5

Nov. 21-

Letter, Village Clerk to Board enclosing copy of ...

The Chesterville ...

The ...

1911.

Oct. 19-

Letter, Village Clerk to Beck, stating that on instructions of the Village Council he would like information in respect to the success of proposed power scheme in connection with the Ontario and New York Power plant at Waddington, via Morrisburg, and asks if the Village is likely to be able to procure electric light and power through the H.E.P.C. from the above plant or any other plant, and if so, how soon. Further asks what would be the probable cost per H.P. delivered at Chesterville (18 miles north of Morrisburg) and the terms of payment for same.

Oct. 26-

Letter, Secretary to Village Clerk enclosing blank resolution form to be filled in by Council.

1912.

July 30-

Letter, Village Clerk to Beck, reporting that at meeting of the Village Council held on the 29th inst. instructions were given to the Clerk to write to the Hydro-Electric Power Commission requesting to be placed on the list of Villages requiring electric light.

(Pencil memo: "Mr. Beck addressed people 15th August." Initial W.W.P.)

Sept. 4-

Letter, George H. Ellis and Wesley Hamilton (Committee of the Chesterville Council) to Beck requesting that an H.E.P.C. engineer be sent to give necessary information re securing electric light and power for the Village through the H.E.P.C. Letter also mentions that Finch, a village 8 miles east of Chesterville, and Morewood, a hamlet 6 miles north, are desirous of securing light and power and are forwarding similar requests.

Oct. 21-

By-Law. No. 218 on a question as to whether the rate-payers are in favour of a supply of electric power from the H.E.P.C. submitted and passed. Result :

For the By-Law 85
Against the By-Law 8

Nov. 21-

Letter, Village Clerk to Beck enclosing copy of motion relative to the H.E.P.C. estimate and stating that the Council felt they were not getting a square deal in comparison with Winchester.

This resolution quotes the estimated figures as follows :-

For Chesterville \$44.00 per H.P. and \$13,515 as the estimated proportionate share of cost of transmission line.

For Winchester \$24.00 per H. P. and \$7,280, estimated proportionate share of cost of transmission line. Also cites the fact that the offer for both

This variation shows the estimated figures as follows:-

The estimated proportionate share of costs of training

million lire.

Chester-ville and Winchester Village depends upon a sale of electrical energy to the amount of about 750 H.P. at Russell, Ont. The resolution draws the attention of the H.M.P.C. to the fact that the most direct line for a trunk line for power transmission between Morrisburg and Russell is via Chester-ville and that a line constructed via Winchester will be at least 3 miles longer, thus entailing further expense. Also, that a line constructed via Chester-ville could supply power to the Village of Finch and the Police Village of Avonmore, which Villages would require a larger amount of power than would be disposed of if the main line were constructed via Winchester. The Council offers to bear their proper proportion of the cost of a power line that will reach both Chester-ville and Winchester, so that the cost per H.P. of electrical energy will be the same delivered at each Village. It further states that Council deem the contract already submitted unfair and a discrimination against the Village (of Chester-ville).

Dec.9- Letter, Acting Chief Engineer to Village Clerk, enclosing revised schedule offering a contract of \$35.00 per H.P. per year on the basis of 50 H.P. using the load centre system.

(This letter apparently cancelled as the original is still on file).

Dec.12- Letter, Secretary to Village Clerk, making the same offer as contained in cancelled letter of 9th inst.

Dec. 17- Letter, Village Clerk to H.M.P.C. asking in what way, with the exception of the price per H. P. does their last estimate differ from the first one.

1913.

Jan. 8- Letter, Chief Engineer to Village Clerk, stating that "the price for Chester-ville has been derived by calculating on a load centre basis, which gives your town the advantage of greatly reduced price with the possibility of slightly increasing the cost to other municipalities in your district."

Mar.9- Letter, Village Clerk to Chief Engineer, introducing Frank McCloskey of Chester-ville.

(Pencil memo: "Mr. Leacock, I saw these people. Wishes to have engineer suggest new route." Initial "Y.")

Mar.17- Letter, Village Clerk to Secretary, stating that a canvass had been made of those likely to contract for power and that Council now had tentative contracts for about 75 H.P. and stating that it is their understanding that if 75 H.P. were used the price would be less than \$35.00 per H.P.

Apr. 8- Letter, Village Clerk, requesting that engineer be sent on to furnish estimate with the view of submitting a by-law to the electors. Also states that at a

meeting of the Council on the 2nd inst. a committee was appointed to get estimate of cost of a distributing system to the Village.

Apr. 14- Letter, Gaby to the Village Clerk, stating that Engineer would arrive April 17th to obtain necessary information for the building of an electric light plant for the town and would also take up the matter of location of a substation to serve Chesterville and Winchester.

Apr. 23- Letter, Chief Engineer to Village Clerk, enclosing in details of the line, material and labor required to instal an electric light and power system for the Village. It further states that the H.E.P.C. understands that the Council would be willing to place a by-law for \$5,000. before the people and that although the estimate is below that amount it would be just as well to vote on \$5,000. so that any minor extension not estimated on could be made.

May 20- Letter, Village Clerk to Pope, asking for speaker for public meeting on the 26th or 28th, as the voting on by-law would take place on the 31st.

Letter, with memo attached dated 6th June, 1913, and initialled H.E.P. "This was left by the Reeve after they has seen the Chief Engineer and Mr. Yates) from G. F. Bogart, Reeve of Chesterville to Beck recites that at public meeting on the evening of May 30th Mr. Leacock (of the H.E.P.C.) was fully impressed that a mistake had been made in the proposed route and he promised to present the matter again to the Commission with a view of having the original plans changed. Further states that a line from Morrisburg to Russell viz Chesterville, would be one mile shorter and would pass through thickly populated portion of the Counties of Dundas and Russell; that it would include one more village, viz, the Village of Morewood and would connect from Chesterville with the thriving Village of Finch and Crysler. Also mentions that although application for only 50 H.P. was made five times as much as that would be needed in the near future. Quotes, Mr. Leacock as saying, that even if Chesterville had applied for 100 H.P., they would not get as good a rate as Winchester.

June — Memo received June 6th, Returning Officer to Pope, giving the result of vote on May 31st re H.E.P.C. By-Law as follows :-

For the By-Law	111
Against "	21
Majority for	90

June 13- Letter, Reeve to H.E.P.C. reporting that meeting

MEMORANDUM FOR THE RECORD
SUBJECT: [Illegible]

[Illegible text block]

Page 10

Page 11

[Illegible text block]

Page 12

[Illegible text block]

[Illegible text block]

[Illegible text block]

Page 13

of Council

/had been held with representatives of Finch and Crysler and stating that Finch would apply for 50 H.P. and Crysler for 100 H. P. and asking that engineer be sent to look over proposed route.

July 3- Letter, Village Clerk to Chief Engineer, enclosing contract signed by Reeve of Village as authorized by resolution of Council at the meeting July 2nd. It says in part: "We are of course expecting a re-adjustment of rates will still be possible."

(Copy of contract attached to this letter and filed shows the rate to Chesterville as \$35.00)

July 26- Telegram, Reeve to Charles Leacock, H.E.P.C., asking if any change has been made from information given Mr. Casselman in line to Russell.

1914. Clerk,

Feb. 14- Letter, Gaby to Village, enclosing schedule of rates suggested xxx to be used in billing power and lighting customers for electric service in Chesterville.

Power Rate.

Service Charge- of \$1.00 per H.P. per month, and

Consumption Charge of 4.2¢ per K.W. hour for the first 50 hours monthly use of load.

2.8¢ per K.W. hour for the second 50 hrs. monthly use of load.

0.3¢ per K.W. hr. for all additional consumption.

These price rates shall be subject to the Standard Glass Discounts and monthly bills to a Prompt Payment Discount of 10%

Domestic Lighting:

Service charge; of 4¢ per 100 sq. ft. of floor area, and

Consumption charge- 5¢ per K.W. hr.

with a Prompt Payment discount of 10% and a minimum monthly service charge of 25¢

Commercial Lightings: 10¢ per K.W. for first 30 hrs.

monthly use of installed capacity.

5¢ per K.W. hr. for all additional consumption,

with a Prompt payment Discount of 10%, and a minimum monthly bill of 50¢.

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862. It is a very important document, as it contains the President's views on the state of the Union and the progress of the war. The letter is written in a very formal and dignified style, and it is one of the most important documents of the Civil War era.

THE UNIVERSITY OF CHICAGO

0.8% per K. 1. hr. for all an-
dial and constant in.

These prices shall be subject to the Board's and State Government and economic bills to a prompt payment discount of 10%

Monthly bill of \$50.
With a prompt payment discount of 10% and a minimum
consumption.
\$4 per h.p. hr. for all additional
monthly use of installed capacity.
10¢ per h.p. hr. for first 30 hrs.

-5-

- Apr. 9- Letter, Village Clerk to Gaby, informing him that he will be in Toronto on the 13th inst. in the capacity of Acting Superintendent to discuss matters with the H.E.P.C.
- Apr. 21- Letter, Gaby to Village Clerk, asking that Clerk make formal application for service to Allison Farm adjacent to the Village limits; also enquiring how the Village proposes to take care of line equipment lying outside the Village limits; also advising appointment of Superintendent for the Villages of Chesterville and Winchester.
- Apr. 29- Telegram, H.E.P.C. to Reeve, to the effect that engineer can be sent to address meetings to interest local farmers in electric power in Winchester and Chesterville.
- May 1- Formal application of Council for supply of power for the Allison Stock Farm.

-----000-----

L-501-2-----E. & M-455 --CHESTERVILLE--

---000----

1914.

- Sep. 5- Letter, Gaby to Reeve, suggesting arrangement with respect to Superintendent for the Villages of Chesterville and Winchester. The plan is as follows :- The H.E.P.C. appoint and employ a competent man for the district to look after the Commission's work and that this man should also act as Superintendent for the two Municipalities who would pay a share of his salary in proportion to the time actually spent for each Municipality.

- Sep. 10- Letter to Village Clerk, (George Elliot) to Gaby enclosing copy of resolution passed at meeting of Council accepting the suggestion of H.E.P.C. as to appointment of Superintendent.

1915.

- Mar. 5- Letter, Village Clerk to District Engineer enclosing petition signed by the residents of Winchester Township adjacent to Chesterville and stating that the parties interested all live along one line and could all be reached with the two mile extension to the Village system.

- July 9- Letter, Chief Engineer to Village Clerk, acknowledging receipt of petition of farmers in Township of Winchester numbering 14 and giving the following estimates :-

Cost of 2 mile extension to the primary line of distribution system \$2,065.45, estimated cost of secondary and transformers \$2,079.98,

Annual charges on the primary - - \$261.37

" " " " secondary- \$315.21

Letter, Village Clerk to Chief, 10/10/40. The letter is dated 10/10/40 and is addressed to the Chief of the Village of [illegible]. The letter is signed by the Village Clerk and contains the following text: [illegible]

Letter, Chief to Village Clerk, 10/10/40. The letter is dated 10/10/40 and is addressed to the Village Clerk of the Village of [illegible]. The letter is signed by the Chief and contains the following text: [illegible]

Letter, Village Clerk to Chief, 10/10/40. The letter is dated 10/10/40 and is addressed to the Chief of the Village of [illegible]. The letter is signed by the Village Clerk and contains the following text: [illegible]

Letter, Chief to Village Clerk, 10/10/40. The letter is dated 10/10/40 and is addressed to the Village Clerk of the Village of [illegible]. The letter is signed by the Chief and contains the following text: [illegible]

Letter, Chief to Village Clerk, 10/10/40. The letter is dated 10/10/40 and is addressed to the Village Clerk of the Village of [illegible]. The letter is signed by the Chief and contains the following text: [illegible]

Letter, Village Clerk to Chief, 10/10/40. The letter is dated 10/10/40 and is addressed to the Chief of the Village of [illegible]. The letter is signed by the Village Clerk and contains the following text: [illegible]

Letter, Chief to Village Clerk, 10/10/40. The letter is dated 10/10/40 and is addressed to the Village Clerk of the Village of [illegible]. The letter is signed by the Chief and contains the following text: [illegible]

Letter, Village Clerk to Chief, 10/10/40. The letter is dated 10/10/40 and is addressed to the Chief of the Village of [illegible]. The letter is signed by the Village Clerk and contains the following text: [illegible]

-6-

H.E.P.C. assumes that a total of 21 H. P. will be required, which would be 10 H.P. per mile divided up amongst 7 consumers.

(Further details follow)-

July 20- Letter, Village Clerk to H.E.P.C. acknowledging receipt of power accounts for March, April and March amounting to \$503.34, pointing out that collections for these three months amount to \$474.86. Further states that the Town adopted the Commission's Standard of rates and they believe that they should at least break even. "I do not understand on what you base our interest charges. In March for 37.5 H. P. used, interest on capital cost \$100.30. In May with a load of 41.5 H.P., interest amounted to \$95.86."

"This rate of approximately \$50.00 per H.P. per year is considerably above what we were led to expect or what our contract calls for."

Sep. 29- Letter, Gaby to Village Clerk, acknowledging Clerk's letter of the 20th inst. Commission lays the blame for cost of power on the Municipalities that are not making use of the quantity of power on which original cost was estimated, which fact automatically increases the price, and cites "one of the large items in the cost of power to you is the cost of transmission. This cost varies nearly inversely with the amount of power taken, that is the more power taken over the line the less the price per H.P.. The decrease in the fixed charges for May compared with March is due to the addition of Williamsburg. You will realize that the costs on the line are divided between the Municipalities in proportion to the amount of line utilized and the H. P. transmitted. The more Municipalities served on a given line the cheaper the service is to all. The fixed charges are adjusted on this basis and account for the varying rates."

Aug. 10- Letter, Gaby to Village Clerk, suggesting that an effort be made to increase business as the revenue cannot meet expenses with the present load and costs, and that unless this is done, the H.E.P.C. will have to order an increase in rates.

Nov. 26- Letter, Village Clerk to H.E.P.C. complaining of the present situation and stating that it is impossible to continue as at present and that a raise of rates would not solve the problem, as the present consumers would cease to be customers.

Further states the difficulty in having the matter taken up at an estimated cost of \$34.00 per H.P. per year and that a great deal of feeling has been aroused "When we are charged over \$62.00, almost double."

-7-

Recites that the agreement was for 50 H. P. at \$34.00 per year on the understanding that at least 75% of this amount would have to be paid for whether used or not. "Every item of that undertaking we are willing to carry out."

Also takes note of the fact that power supplied is measured at Winchester nearly 8 miles away and that it is unfair to charge Chesterville with the loss in that distance.

Dec. 11- Letter, Gaby to Village Clerk, mentions that it will be necessary to insist on a minimum bill. States that when the high tension line was run from Winchester to Chesterville the expectation was that a step-down station would also be installed at Chesterville, and that the line would extend northward to Russell and other places. Owing to change of conditions this plan was not carried out and that it was found more economical to transmit the power low tension from Winchester Station rather than saddle Chesterville. Also mentions inability of H.E.P.C. to find sufficient load in the vicinity of Chesterville to off-set the high charges. States that rural load between Winchester and Chesterville was anticipated, that the farmers have not taken up this matter. "Due to the unsatisfactory source of power on the St. Lawrence System, it has not been possible to take on any larger loads which might otherwise be available." This also was not anticipated at the time of making contracts and building the system.

States that the question of rates and apportionment of costs between the Municipalities on the St. Lawrence System is being carefully considered by the H.E.P.C. and that a more satisfactory plan may be offered to Chesterville by the first of the year.

-----000-----

L-501-3 -- CHESTERVILLE--

1917.

Jan. 20- Letter, Chief Engineer to Village Clerk, mentions enclosing copy of Annual Report of the Chesterville Hydro-Electric System and calls attention to the fact that the percentage of net debit to total assets has dropped from 95.4 to 86.5% during the year.

Jan. 23- Letter, Village Clerk to Auditor, H.E.P.C., gives the following data :-

No. of Customers -	Domestic lighting - - -	89
	Commercial . - - -	47,
	Power, - - -	1
	Total .	137

K.W. hrs. used - Domestic - 15,779
 " " " - Commercial - 15,179

No. of street lights @ \$13.00 per yr.

Population as given by last assessment - 654.

Jan. 25- Letter, Chief Engineer to Village Clerk, advising that petition for rural power has been forwarded to them by Mr. VanBridger (the Local Hydro Superintendent). Petition is dated November 8th, 1918, and contains 16 names. It affects the district adjacent to Linchester and Chesterville. Letter states that this petition should have been passed by Chesterville Council and forwarded to the Commission with the resolution requiring estimates but they, however, are acting upon same without resolution and give the following rates :-

Service Charge - \$3.00 per month per customer net
 5¢ per K.W.hr. for the first
 60 hours use of contracted load
 2½¢ for remaining consumption
 8¢ for all excess consumption.

July 20- Letter, Gaby to Village Clerk enclosing proposed form for a resolution of Council dealing with the matter of satisfactory supply of power for the St. Lawrence System to be delivered at Cornwall from the lines of the Cedar Rapids and Transmission Company

(Letter copied in full -- No. 1)

Oct. 23- Letter, Gaby to Village Clerk, referring to report of their Mr. Bickler that no action is being taken to issue debentures to take care of a balance of \$1637.41 due the H.E.P.C. on construction account and protesting "against this abuse of credit extended to Chesterville by this Commission - We are not a banking institution - Have no funds to finance municipal undertakings except by bank overdraft and feel that after carrying this balance for practically four years, your municipality should issue a \$1500. debenture."

Dec. 7- Letter, Lawson & Cass to H. E. P. C. enclosing copy of By-law for the purpose of raising \$1500. to pay Hydro debt, which the Village Council have passed and asking for approval of same by the H.E.P.C.

Dec. 24- Letter, Secretary to Lawson & Cass, enclosing copy of Minutes of the meeting of the H.E.P.C. approving of the form of By-law. Letter suggests that By-law be re-passed by Council as the Power Commission Act (1917) requires that the approval of the Commission be first obtained before Council pass by-law.

1918.

Feb. 15- Letter, Chief Engineer to Village Clerk, advising the consideration of industrial insurance to protect the Municipality against loss due to accident to employees or to the

general

public and that full information as to this can be obtained from the Globe Indemnity Co., Ocean Guarantee and Accident Co. and Employers' Liability Corporation.

-----000-----

L-501-4 CHESTERVILLE-
E. & H. 453-4

1919.

July-24

Letter, Secretary to Village of Chesterville enclosing account covering period March 9th, 1914 to October 31st, 1918, and drawing attention to the fact that receipts have not been sufficient to off-set the operating expenses incurred by the H.E.P.C. in the operation of the Village's proportionate share of the St. Lawrence System and that the balance owing of \$7,694.28 will bear interest at the rate of 4% per annum until paid. Also points out "That the Commission have levied no charge on account of sinking fund for the reason that they have decided to relieve all Municipalities from actual charge in their operation on account of sinking fund until the Municipality has completed its fifth year of operation; commencing in the sixth year the deferred payments on sinking fund." (Acct. copied in full-No. 2)

Dec. 1- Letter, Secretary to Village Clerk, setting out that the H.E.P. C. at its meeting on Nov. 25th considered estimates prepared on the cost of power under the new arrangement effective since May 1st, 1919, and that until further notice the Municipality will be billed at the rate of \$76.73 per H. P. commencing May 1st, 1919.

Dec. 9. Letter, Village Clerk to Secretary, complaining that rates fixed by Commission for billing customers will not produce sufficient revenue to meet increase.

Dec. 31. Letter, Village Clerk to H.E.P.C. referring to interview with Mr. Parker of the H.E.P.C. Reports meeting of Council and that the feeling expressed that Chesterville had been discriminated against was very generally expressed; and again complaining of the location of the line from Morrisburg. Sets out that Chesterville is as near Morrisburg as is Winchester and that Chesterville should not have to pay for a length of line which they needed no more than their neighboring Village. That the same mileage of pole line necessary to reach Winchester would have brought the line to Chesterville and that even if the line was properly located to Winchester, should not be taxed for the cost of the two miles of line between there and Winchester, and that this was no advantage to the line but for the purpose of locating their Sub-station in Winchester. Expresses doubt that Winchester has use for 250 H.P.

1920.

June 29- (Letter No. 3- copied in full)

L-501-5

CHESTERVILLE-

0000

1921.

Mar. 4- Letter, Secretary to Village Clerk, enclosing account for \$404.57, representing fiscal period ending October 31st, 1921.

Mar. 29 Letter, Auditor, Municipal Accounts to Village Clerk, enclosing a copy of 1920 Operating Report and Balance Sheet for the Village System and comparative figures for 1919 operation. Points out that operating deficit of \$1,039.37 for 1919 has been converted into a profit of \$363.05.

May 31- Form Letter, similar to No. 3 saying the rate of \$85. per H.P. per year, commencing January 1st, 1921, and advising adoption on May 1st, 1921, of new rates to consumers, as follows :-

Domestic Lighting :- 3¢ - 7¢ - 3.5¢ - Prompt payment discount 10%
Minimum monthly bill- \$1.50
Commercial Lighting:- 14¢ - 7¢ - 1.4¢ - Prompt Payment discount 10%
Net monthly bill-\$1.50
Power :- \$1.00- 5.2¢ - 3.5¢ -0.15¢ - Prompt Payment Discount-10%
Street Lighting:- \$19.00 per 100 W.

Nov. 29- Letter, Chief Engineer, to Village Clerk, advising that lighting will be supplied to farm residences and to all appliances in the residences at domestic rates, but that the supply to barns must be at commercial or power rates. Also, that where customer has large motor in barn, say 3 or 5 H.P., service at the barn will be at power rates preferably and will include the lighting as well as all motors. The total connected load being taken for the purpose of billing.

1922.

Mar. 1- Letter, Auditor to Village Clerk, enclosing Balance Sheet for the year ending December 31st, 1921. Sets out the operation for the year after making provision for all charges together with depreciation Reserve of \$534.00; shows a net loss of \$826.97; mentions that they are of the opinion that the profit in 1920 was abnormal.

Apr. 3- Letter, Accountant to Village Clerk, enclosing cheque for \$1231.46, representing the difference between the actual cost of power to the Commission and the 12 bills rendered to Chesterville for the fiscal period ending October 31st, 1921.

July 10- Letter, Village Clerk, to H.E.P.C. advising that Council

1950
Year 1950
1-1-1950

1951

Year 1951
1-1-1951
1951

Year 1952
1-1-1952
1952

Year 1953
1-1-1953
1953

Year 1954
1-1-1954
1954

Year 1955
1-1-1955
1955

Year 1956
1-1-1956
1956

Year 1957
1-1-1957
1957

Year 1958
1-1-1958
1958

Year 1959
1-1-1959
1959

Year 1960
1-1-1960
1960

1961

Year 1961
1-1-1961
1961

Year 1962
1-1-1962
1962

Year 1963
1-1-1963
1963

Year 1964
1-1-1964
1964

are favourable to the issue of additional debentures probably to the extent of \$4,000.00.

July 31-

Form Letter, similar to No. 3 saying that the rate of \$85.00 per H.P. per year, commencing January 1st, 1922, and advising adoption on July 1st, 1922, of new rates to consumers, as follows :-

Domestic lighting - 3¢ - 7¢ - 2¢ - Prompt Payment Discount 10%
Minimum monthly bill - \$1.50

Commercial Lighting: - 14¢ - 7¢ - 1.4¢ - Prompt Payment Discount 10%
Net monthly bill - \$1.50

Power: - \$1.00 - 5.2¢ - 3.5¢ - 0.15¢ - Prompt Payment Discount - 10%

Street Lighting: \$19.00 per 100 W.

(This changes the domestic lighting from -
3¢ - 7¢ - 5.6¢ - as above.)

THE UNIVERSITY OF THE STATE OF NEW YORK
IN SENATE

REPORT OF THE COMMISSIONER OF THE LAND OFFICE
FOR THE YEAR 1913

ALBANY: J.B. LIPPINCOTT COMPANY, 1914

PRINTED BY THE STATE PRINTING OFFICE

ALBANY: J.B. LIPPINCOTT COMPANY, 1914

PRINTED BY THE STATE PRINTING OFFICE

ALBANY: J.B. LIPPINCOTT COMPANY, 1914

ALBANY: J.B. LIPPINCOTT COMPANY, 1914

ALBANY: J.B. LIPPINCOTT COMPANY, 1914

ALBANY: J.B. LIPPINCOTT COMPANY, 1914

ALBANY: J.B. LIPPINCOTT COMPANY, 1914

CHESTERVILLE

X. 135-4

At a meeting July 4th, 1921, at the Town of Cornwall
Mr. Wesley Hamilton, Warden of the United Counties spoke as
follows:-

"We have in the village of Chesterville the Hydro
System. They started there at the price of \$34.00 per horsepower,
they increased it shortly after that to \$40.00 per horsepower.
they increased it against to \$76.00 per horsepower, and they
finally increased it to \$85. horsepower and God only knows what
the next increase will be. All I have to say Mr. Chairman is
do not get yourself tied up in the way the Village of Chesterville
has been tied up with the Hydro Electric. I am prepared to state
to you here that we would be willing as a municipality and a small
municipality at that to pay \$5000.00 if we were out from under
the clutches of the Hydro-Electric. It has got so expensive it
is almost impossible for the people of Chesterville to use it.
They started with us to light our streets for \$13.00 per light and
it is now \$19. to-day and we don't know yet what the end will be.
We thought we were square with the Hydro-Electric people and they
have sent it a bill for \$8379.00 which they state is due them.
We have nothing to say, we are tied hand and foot and can do nothing.
but what I do say tonight is this, we are going to see what we can do
and that in the very near future, but the agreement with the Hydro-
Electric people was not signed by your humble servant, and wouldn't
have been if I had had anything to say about it. I am paying
double in my house for lighting that I paid at first, the rates
have been increased until they are double what they were. "

as a sign of closure. Because one is to achieve, as if one were

No. 1

July 20th, 1917.

Geo. Elliot, Esq.,
Clerk,
Chesterville, Ontario.

Dear Sir :

In accordance with the understanding reached by the representatives from the Municipalities on the St. Lawrence System, at their recent conference with Sir Adam Beck in Toronto, we are enclosing herewith a proposed form for a resolution of Council, dealing with the matter of a satisfactory supply of power for the St. Lawrence System, to be delivered at Cornwall from the lines of the Cedar Rapids Power and Transmission Company.

If this resolution meets with your approval, we would recommend that it be passed by your Council and returned to the Commission at the earliest possible moment, in order that no delay may be incurred in dealing with the Power situation in a satisfactory manner.

Yours truly,

HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO

"F.A. Gaby"

CHIEF ENGINEER.

RESOLUTION OF COUNCIL.

MOVED BY

SECONDED BY

THAT WHEREAS the present source of power supply for the St. Lawrence System is insufficient for the needs of the Municipalities thereon.

AND WHEREAS the Cedar Rapids Transmission Company, Limited, has agreed to deliver to the Hydro Electric Power Commission of Ontario 10,000 H.P. of electrical energy at 110,000 volts at a point adjacent to the Town of Cornwall.

AND WHEREAS the Hydro-Electric Power Commission of Ontario have obtained a maximum rate for power supplied by the above Company for use of the Towns on the St. Lawrence System, including Chesterville.

BE IT THEREFORE RESOLVED that this Council authorize the Hydro-Electric Power Commission of Ontario to

No. 1 (con.)

proceed with the delivery of power in accordance with the above, and take such steps as the Commission may deem advisable to contract for and supply said power and make arrangements to secure the necessary apparatus and plant & the necessary transmission lines, sub-stations, etc., at the earliest possible moment.

AND BE IT FURTHER RESOLVED that the rate for 110,000 volt power delivered to the Hydro-Electric Power Commission of Ontario from the Cedar Rapids Transmission Company's lines, in the vicinity of Cornwall, be submitted to the Dominion Railway Board for settlement.

BY ORDER OF THE COMMISSION	SECRETARY
John H. Macdonald, Chairman	
Wm. H. Macdonald, Secretary	
Wm. H. Macdonald, Secretary	
Wm. H. Macdonald, Secretary	
Wm. H. Macdonald, Secretary	
Wm. H. Macdonald, Secretary	
Wm. H. Macdonald, Secretary	
Wm. H. Macdonald, Secretary	
Wm. H. Macdonald, Secretary	

BY ORDER OF THE COMMISSION

SECRETARY

No. 2.

HYDRO ELECTRIC POWER COMMISSION.

Village of

Chester, Ontario.

July 24th 1919.

The difference between the actual cost of power (as detailed hereunder) delivered during the period March, 1914, to 31st October, 1918, and the amounts received according to bills rendered.

To cost of power,	\$2,769.40
Int. on proportionate share of capital invested,	7,192.26
Proportionate share of maintenance and operating,	2,998.14
Proportionate share of Renewals and Contingencies,	7,140.53
Int. on yearly operating debit balances,	585.72
	<hr/>
	\$20,686.05
By amounts received according to power bills rendered,	<hr/>
	12,991.77
Balance owing -	<hr/>
	\$ 7,694.28

THE UNIVERSITY OF MICHIGAN

LIBRARY

ANN ARBOR, MICHIGAN

1914

THE UNIVERSITY OF MICHIGAN
 LIBRARY
 ANN ARBOR, MICHIGAN
 1914

TO THE UNIVERSITY OF MICHIGAN
 LIBRARY
 ANN ARBOR, MICHIGAN
 1914

1914

THE UNIVERSITY OF MICHIGAN
 LIBRARY

1914

1914

No. 3.

June 29th, 1920.

Mr. George Elliot,
Municipal Clerk,
Chesterville, Ontario.

Dear Sir :-

I am instructed by the Commission to advise you that after investigating the Operating conditions of your System during the past year, it has been decided that your Municipality will be billed for power at the rate of \$76.73 per H.P. per year, commencing January 1st, 1920, and also that beginning June 1st, 1920, we would advise that the Municipality adopt the following schedule of rates for consumers supplied from your System:-

Domestic lighting/
3¢ - 6¢ - 3¢ - Prompt Payment discount - 10%
Minimum net monthly bill - \$1.00

Commercial lighting -
12¢ - 6¢ - 3¢ - Prompt Payment discount - 10%
Minimum net monthly bill \$1.00

Power: \$1.00 - 5.2¢ - 3.5¢ - 0.15¢ - Prompt Payment discount - 10%

Street Lighting:
\$18.00 per lamp per year.

Yours truly,

SECRETARY.

100-100-100

100-100-100
100-100-100
100-100-100

100-100-100

I am interested in the possibility of having the
investigation and research conducted at the same time
as the trial. It has been suggested that the investigation
be done by the FBI and the results be made available to the
court. I am sure that the FBI will be able to do this
and that the results will be of great value to the court.
I am sure that the FBI will be able to do this
and that the results will be of great value to the court.

100-100-100
100-100-100
100-100-100

100-100-100
100-100-100
100-100-100

100-100-100
100-100-100
100-100-100

100-100-100
100-100-100
100-100-100

100-100-100

100-100-100

Cd. 24

2.4 M. 639-1.

MEMO.

Dec. 28- Letter, J. F. Cook, Town, to Beck, referring to correspondence between Beck and Mr. Nathaniel W. Myers (copy and enclosing) and action taken by Council. The resolution is

ABSTRACT OF CORRESPONDENCE

-from-

Aug. 22- Vice, Beck to Cook, saying Engineer would be in Winchester on the 24th.

HYDRO-ELECTRIC POWER COMMISSION'S FILES

enclosing copy of letter to Cook, also stating that the H.E.P.C. relating to the situation for the cost of

VILLAGE OF WINCHESTER.

Dec. 14- Letter, Webster to H.E.P.C. asking for speaker before the 24th of December.

-----0000-----

Dec. 17- Letter, W. J. Fisher (Councilor) to Beck, stating that he is going to be in Winchester on the 24th of December.

Dec. 20- Letter, Webster to H.E.P.C., asking for full particulars and cost of distribution.

Dec. 21- Letter, Fisher to H.E.P.C., asking that action be carried.

Dec. 22- Letter, Fisher to H.E.P.C., asking that action be carried.

Dec. 27- Letter, John Rogers to Webster, enclosing 4 copies of report, showing the value of the distribution system based on replacement cost (the depreciation is approximately 27.1%, the replacement cost being \$2,368.81).

Dec. 30- Letter, Rogers to Webster, advising him that it is recommended to replace either the system as estimated or the system as estimated by the Council.

MEMO.

Dec. 30- Letter, Webster to H.E.P.C. enclosing the report of the value of the system. The value is \$2,368.81, the depreciation being 27.1%.

For the 1st time 100
For the 2nd time 100
For the 3rd time 100
For the 4th time 100

Dec. 31- Letter, Webster to H.E.P.C. enclosing the report of the value of the system. The value is \$2,368.81, the depreciation being 27.1%.

Dec. 31- Letter, Webster to H.E.P.C. enclosing the report of the value of the system. The value is \$2,368.81, the depreciation being 27.1%.

L-401- WINCHESTER-

E. & N. 535-1.

1912.

- Feb. 23- Letter, J. F. Cass, Reeve, to Beck, referring to correspondence between Beck and Mr. Sutherland re Hydro Power and enclosing resolution passed by Council. The resolution x says in part, that the Village has a population of 1200 and asks for the usual estimate.
- Aug. 21- Wire, Beck to Cass, saying Engineer would be in Winchester on the 22nd.
- Aug. 24- Letter, Chief Engineer to Village/(Hugh McMaster) enclosing copy of Enabling By-Law, also mentions that the H.E.P.C. are preparing estimates for the cost of power delivered to Chesterville, Winchester, Kenmore, Russell and Embro.
Clerk,
- Sept. 16- Letter, McMaster to H.E.P.C. asking for speaker before the 27th of September.
- Sept. 19- Letter, W. J. Fisher (Councillor) to Beck, stating that he is afraid Beach is working hard against Hydro scheme,
- Oct. 5- Letter, McMaster to H.E.P.C., asking for full particulars and cost of distribution.
- Oct. 10- Letter, Fisher to H. E. P. C., stating that By-law carried.
- Nov. 23- Letter, McMaster to H. E. P. C., requesting that money by-law be sent.
- Dec. 7- Letter, Chief Engineer to McMaster, enclosing 4 copies of estimate, showing the value of the distribution system based on replacement cost less depreciation is approximately \$791.00, the replacement cost being \$2,342.50.
- Dec. 16- Telegram, Pope to McMaster, advising him that it is necessary to publish either the summary of estimates or the contract with the By-law.

1913.

- Jan. 10. Letter, McMaster to H.E.P.C. declaring the results of the vote on By-law No. 322 to raise \$10,650. for distributing plant, to be as follows :-
- | | |
|-------------------------|-----|
| For the By-Law | 154 |
| Against the By-Law | 4 |
| Majority for the By-Law | 150 |
- Jan. 20- Letter, T. J. LaFlamme, enclosing copy of resolution of Council requesting H.E.P.C. to proceed at the earliest moment possible to deliver power.
- Jan. 22- Letter, Pope to LaFlamme, acknowledging receipt of re-

SECRET
U.S. 100-1

Letter, U.S. 100-1, to House, regarding the...
The resolution passed by the House...
The House has a majority of 1800...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

Letter, U.S. 100-1, to House, regarding the...
The House has the usual estimate.

ceipt of resolution and stating that Commission will proceed with work.

(Pencil memo : "Mr. Gaby- Any instructions. If not, will let go for a month or so. Initial "Y".)

Apr. 19-Letter, LaFlamme to H. E. P. C. asking them to set the rates for the Village.

May 15- Letter, Fisher to Leacock, reporting purchase of mka electrical plant from Frank Elliot.

(Note price \$1100.)

June 1- Resolution of Council, Special Session June 1st, 1913) authorizing H.E.P.C. to purchase and erect their local distribution plant.

June 25-Special Session of Council approving of proposed Hydro line, as shown on plan exhibited by Secretary H.E.P.C.

June 26-Letter, Secretary to LaFlamme, confirming interview with representatives of Winchester and the Commission and suggesting that the Villages of Inkerman, Halville, South Mountain, Mountain, Berwick and Chrysler be communicated with to determine what prospects there are of increasing the load at the Transformer Station to be erected for service for the district of Winchester.

June 28-Unclassified memo addressed to Police Village of South Mountain, Ont. asking for a resolution of Trustees, giving the population and number of residences and stores.

June 30- Letter, Secretary to Secretary Police Village Trustees Winchester Springs, asking for a resolution.

July 1- Letter, George S. Hart (Barrister) to the Hon. Sir James P. Whitney, acknowledging receipt of a letter and expressing the views of a number of parties interviewed that the original plan be adhered to and the trunk line run into Winchester Village. Also states that Winchester Springs have sent in requisition for 25 H.P. and that Winchester has made requisition for an additional 50 H.P.. States that they will be able to use very much more power than could be used by Finch and that there is no certainty that Finch will take any power. Further states that the proposed change seriously affects the chance of Mountain Township to obtain cheap power and that very much more power would be eventually used and obtained in a very much shorter time west and north of Winchester which would be practically shut out by the proposed change of location of trunk line and power station than could ever be obtained by taking in Finch. Also that Kenmore people are very much concerned about the proposed change.

... ..
... ..

(Special Agent in Charge, New York City Police Department, New York)
Will let you know as soon as possible.

The following information was received from the New York City Police Department, New York, dated 10/10/36:

On 10/10/36, the New York City Police Department, New York, advised that the following information was received from the New York City Police Department, New York, dated 10/10/36:

Re: [illegible]

On 10/10/36, the New York City Police Department, New York, advised that the following information was received from the New York City Police Department, New York, dated 10/10/36:

On 10/10/36, the New York City Police Department, New York, advised that the following information was received from the New York City Police Department, New York, dated 10/10/36:

On 10/10/36, the New York City Police Department, New York, advised that the following information was received from the New York City Police Department, New York, dated 10/10/36:

On 10/10/36, the New York City Police Department, New York, advised that the following information was received from the New York City Police Department, New York, dated 10/10/36:

On 10/10/36, the New York City Police Department, New York, advised that the following information was received from the New York City Police Department, New York, dated 10/10/36:

On 10/10/36, the New York City Police Department, New York, advised that the following information was received from the New York City Police Department, New York, dated 10/10/36:

- June 30- Letter, James Slater, Vernon, to Whitney, citing the fact that it appears to be the intention of the N.E.P.C. to change their trunk line originally proposed to be located in the Village of Winchester to Chesterville. States that this change would be a very serious matter to the whole of the Township of Mountain and a large portion of the Township of Cag Lake and that the said Townships are very thickly settled with good farms and a number of small villages and that Winchester lies in the centre of this district. Suggests that trunk line and power station be located at Winchester as originally planned.
- June 30- Letter, D. Garkner, Kenmore, Ont., to Whitney, complaining of change of location of trunk line and power station to Chesterville. Stating that the Villages of Vernon and Metcalfe as well as Kenmore would not be nearly as well served.
- June 30. Request, from Trustees Police Village of Winchester Springs to N.E.P.C. asking for estimate on 25 H.P. and also strongly requesting that power station be located in Winchester Village.
- July 1- Telegram, Cass, Reeve of Winchester, regarding resolution of Council authorizing Clerk to ask N.E.P.C. for an increase of 50 H.P. if trunk line and ~~power~~ power station are located in Winchester.
- July 2- Telegram, Reeve of Mountain, to Whitney, to the effect that Mountain Township will/likely require 100 H.P. from N.E.P.C. and would like main line to run via Winchester.
- July 7- Letter, H. J. Johnston, Secretary of Board of Village Trustees, giving estimate of power requirements of the Village as 125 H.P.
- July 18- Letter from N.E.P.C. (Presumably from Pope) to Geo. G. Hart, reporting interview with Whitney, in which the writer was requested to take the matter regarding Winchester power up with Mr. Hart and asking for appointment.
- July 24- Wire, Pope to Hart, advising of his arrival on the morning of the 25th.
- Oct. 9 - Letter, asking for rates to be charged to consumers.
- Dec. 8- Letter, Chief Engineer, to LaFlamme, suggesting the following schedule rates :-
- POWER RATES
Service Charge:
 \$1.00 per H.P. per month.
Consumption Charge:
 3.1¢ per K.W.H. for the first 50 hrs.' monthly use of load;
 2.0¢ per K.W.H. for the second 50 hrs'.

monthly use, and
0.25¢ per K. W. H. for all additional consum-
tion.

These power rates shall be subject to the following class discounts :-

Class "A"-

24 hr. unrestricted use - no discount,

Class "B"- 24 hr. restricted use - 10% discount.

Class "C"- 10 hr. unrestricted use - 10% "

Class "D"- 10 hr. restricted use - 33 1/3 "

Monthly bills shall also be subject to a Prompt Payment Discount of 10%.

Lighting Rates -

Domestic lighting.

4¢ per 100 sq. ft. of flooring area, and
4¢ per K.W.H.

Commercial Lighting :

8¢ per K.W. H. for the first 36 hrs. monthly
use of installed capacity, and
4¢ per K.W. H. for all additional consumption.

Monthly lighting bills shall be subject to a Prompt Payment Discount of 10%.

Dec. 19- Letter, Gaby to Fisher, noting that current was not turned on in Winchester on the 18th.

000

L-401 -
R. & M. 535-2

WINCHESTER.

1914-
Dec. 22-

Letter, Secretary H.B.P.C. to W. Laflamme, Village Clerk-

(Copied in full-- No. 1)

L-401-3 -- Winchester-

1915.

Feb. 4- Letter, W. J. Fisher, Reeve, to H.E.P.C. complaining that the power supplied cannot be depended upon.

Mar. 8- Letter, Gaby to Fisher, stating that upon investigation it was found that with the exception of a few occasions on which the Power Co. at Morrisburg was experiencing some trouble with the ice and low water in the Canal, the service has been very good and that on only one occasion was the power entirely off for a considerable period.

1916.

June 1- Letter, Gaby to LaPlamme, stating that the Commission has approved of a flat rate per H. P. to the Municipalities on the St. Lawrence System similar to the method used on the Niagara System. By this method, the Municipality is billed on the estimated cost of power for the current year, passed on the past year's operations and adjustments are made annually. Also, says in part "While the cost is higher than the original estimates, you will realize that you are not using near your contracted amount which of course automatically increases the cost per H. P."

Dec. 13- Letter, Reeve to Gaby, advising them that the M. F. Beach Co, applied to the Village for power.

00000

L-401- 4 Winchester.

1917.

Jan. 11- Telegram. LaPlamme, to Gaby, requesting engineer be sent to advise Council re Beach Co. application for power.

Mar. 16- Letter, LaPlamme to Gaby, asking when sufficient power would be available for the M. F. Beach Co. Limited, Winchester, and also requesting that engineers be sent to work up the rural lines south and west of this Village in the Townships of Winchester and Mountain.

Mar. 26- Letter, Gaby to LaPlamme, stating that while arrangements are progressing to secure more power for the district, no definite date can be mentioned. Also stated that Commission will have a man available to start the necessary canvass for rural customers.

July 20- Letter, Gaby to LaPlamme, enclosing copies of proposed form of resolution dealing with the matter of ~~supplying~~ securing supply of power from Cedar Rapids Power and Transmission Co.

1917.

Aug. 3- Letter, LaPlamme to H.E.P.C. enclosing copy of resolution enclosing copy of resolution passed by Council. Resolution deals with supply of power from the Cedar Rapids Co.

1919.

July 24- Letter, Pope to H.E.P.C., Winchester, enclosing statement showing amount due to the H.E.P.C. for power during the period January, 1914, to October 31st, 1918.

July 24- -

Hold Hydro Electric Power Commission,
Winchester, Ontario.

July 24th, 1919.

To difference between the actual cost of power (as detailed hereunder) delivered during the period January, 1915, to 31st October, 1918, and the amounts received according to bills rendered-

To cost of power - - - -	\$2,816.04	
Int. on proportionate share of Capital invested,	5,470.39	
Proportionate share of Maintenance and operation -	1,957.16	
Proportionate share of Renewals and Contingencies,	5,538.87	
Int. on yearly operating debit balances , - - -	423.57	
		\$16,206.03
By amounts received according to Power bills rendered,		11,526.53
Balance owing - - - -		\$ 4,679.50

1921.

Mar. 28- Letter, Auditor to J. C. Empey, Secy., of the Hydro Elec. System at Winchester, enclosing copy of Balance Sheet and Operating Report of the Winchester H.E.P.C. System for the year 1920 and also comparative figures for 1919. This shows that the plant operated during the past year at a net loss of \$1,007.42, as compared to a profit of \$102.42, the year before. States that this drop is due almost altogether to the increased cost of power which increase took place at the beginning of last year, while the rates correspondingly thereto were only altered in the middle of the year.

May 25-

Letter, Gably to H. B. Garkner, acknowledging Garkner's letter of the 15th of May (not on file) with respect to cancellation of contract, and asking Garkner to take this matter up with the Township.

May 31. - Letter, Secretary to J. C. Empey.

(Letter copied in full - No. 2)

June 15-

Letter, Empey to Pope, asking for explanation as to increase in cost of power and particularly why street,

the first January, 1914, to October 1918.

$$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$$

20,000,000

02.07.48

20 TWO 0000 100

[illegible]

-7-

commercial and domestic lighting are advancing from time to time.

June 20- Letter, Gaby to Empey -

(Letter copied in full - No. 3)

July 31- Letter, Pope to Empey, enclosing new schedule of rates commencing July 1st, 1922; the changes are as follows :-

Domestic lighting :-

Now 3¢ - 6¢ - 2¢

Instead of 3¢ - 6¢ - 2¢, - as formerly.

20

THE FIRST PART OF THE HISTORY OF THE
CITY OF LONDON, FROM THE
BEGINNING OF THE CITY, TO THE
PRESENT TIME.

By JOHN STOW.

THE SECOND PART OF THE HISTORY OF THE
CITY OF LONDON, FROM THE
BEGINNING OF THE CITY, TO THE
PRESENT TIME.

By JOHN STOW.

THE THIRD PART OF THE HISTORY OF THE
CITY OF LONDON, FROM THE
BEGINNING OF THE CITY, TO THE
PRESENT TIME.

By JOHN STOW.

THE FOURTH PART OF THE HISTORY OF THE
CITY OF LONDON, FROM THE
BEGINNING OF THE CITY, TO THE
PRESENT TIME.

THE FIFTH PART OF THE HISTORY OF THE
CITY OF LONDON, FROM THE
BEGINNING OF THE CITY, TO THE
PRESENT TIME.

THE SIXTH PART OF THE HISTORY OF THE
CITY OF LONDON, FROM THE
BEGINNING OF THE CITY, TO THE
PRESENT TIME.

THE SEVENTH PART OF THE HISTORY OF THE
CITY OF LONDON, FROM THE
BEGINNING OF THE CITY, TO THE
PRESENT TIME.

Winchester :-

No. 1.

December 22nd, 1914.

W. Larlemme, Esq.,
Village Clerk,
Winchester, Ont.

Dear Sir :-

I am instructed by the Commission to advise you that they have decided, after a very careful study on the part of the engineers of the power, light and street lighting rates prevailing in your Municipality, to reduce the 4¢ per 100 sq. ft. service charge to 3¢ per 100 sq. ft., with minimum and maximum charges as given below, and I am further instructed to advise the adoption of a follow up domestic lighting rate to encourage the use of domestic appliances, such as electric stoves, irons, heaters, etc., and to advise the adoption by your Municipality of the following schedule of rates to take effect on January 1st 1915:

Domestic lighting :

3 ¢ per 100 sq. ft. of floor area per month
minimum floor area charge for
1,200 sq. ft.

maximum floor area charge for
3,000 sq. ft.

Calculating the floor area charge,
whole units of 100 sq. ft. only
shall be considered, and on making up
the customer's monthly bills the
nearest unit of 100 sq. ft. shall be
used.

plus 4¢ per K.W.H. for all consumption up to an
amount equal to 4 K.W.H. per 100 sq.
ft. for the first 1,000 sq. ft., and
3 K.W.H. for each additional 100 sq. ft. of
floor area charged.

plus 2¢ per K.W.H. for all additional consumption
per month.

Prompt Payment discount - 10%

As these domestic rates may appear to you to be rather complicated, we are giving below an example which we think will make them clear to you:

EXAMPLE:

Floor area - 1,600 sq. ft. Maximum consumption at
first rate:

$$10 \times 4 = 40$$

$$6 \times 3 = 18$$

58 K.W.H.

Consumption - 58 K.W.H. floor area
charge - $18 \times 3 = 48$

Consumption charge at 1st rate =

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

...

Winchester :-

No. 1- (Con-)

Forward -- 448

58 K.W.H. at 4¢ = 2.32

Consumption charge at second rate

8 K.W.H. at 2¢ = .16
\$2.96

P.P. Discount - 10% .30

Total bill. \$2.66

Commercial Lighting :

6 ¢ per K.W.H. for the first 30 hrs.' use per month of connected load.

4¢ per K.W.H. for the next 70 hrs.' use per month of connected load.

0.8¢ per K.W.H. for all consumption per month over the first 100 hrs.' of connected load.

Prompt Payment discount - 10%.

Power :

\$1.00 per H. P. per month of connected load or Maximum demand.

Plus 3.1¢ per K.W.H. for the first 50 hrs.' use per month of connected load or Maximum demand.

Plus 2.0¢ per K.W.H. for the second 50 hrs.' use per month of connected load or Maximum demand.

Plus 0.25¢ per K.W. H. for all additional consumption per month.

Prompt Payment discount 10%.

Yours truly,

Secretary.

RTJ/PF.

Received of

Mr. J. H. [illegible]

the sum of [illegible]

for [illegible]

£ [illegible]

and [illegible]

for [illegible]

and [illegible]

and [illegible]

and [illegible]

for [illegible]

and [illegible]

and [illegible]

and [illegible]

and [illegible]

Yours [illegible]

Winchester:No. 3-101

June 20th, 1921.

Mr. J. C. Empey,
Municipal Clerk,
Winchester, Ont.

Dear Sir :-

We beg to acknowledge your letter of June 15th with reference to rates for power for your Municipality.

We have neglected writing you some explanation for the increase in rates, but we have intended to give this explanation, as we are now billing you at a rate considerably above the actual cost.

If your Officials will refer to the statement of last year's operation, ending Dec. 31st, 1920, it will be noted that there was insufficient revenue to meet all costs including cost of power. In fact there is a net loss of \$1,007.42 after providing for a depreciation allowance of \$536.00. The billing for power supplied to your Municipality was \$69.84 per H.P. per annum. This was the estimated cost, but was found to be too low with the result that the Commission did not collect sufficient from the Municipality at this rate. The actual rate that should have been charged, if the cost could have been determined, at the beginning of the year is \$77.12 per H. P. or \$725. above the rate used for billing.

We have increased your rate to \$85.00, which is above cost, so as to obtain the amounts due the Commission in past years so as to wipe out as quickly as possible the indebtedness on the part of your Municipality with the Commission. In order to adequately pay such a rate for power and to meet the charges of operating your local plant, the retail rates were increased.

The amount of power that the Commission expected to deliver in 1920 to some Municipalities on the System was greater than the amount actually taken, and the rates for this amount were estimated lower than the actual cost.

With the rate for power now charged Winchester, it is probably that your Municipality will be able to pay towards the indebtedness to the Commission the sum of approximately \$1,000.00 per year, if the conditions are similar to those of 1920. At the present time there is approximately twice as much power sold on the St. Lawrence System as in 1920, and it is expected this will continue to increase with the result that your cost of power will be continually dropping, but we are not able to lower your rate until the amount owing the Commission is paid in full.

A considerable number of Municipalities who have

RECEIVED
FEBRUARY 1954

Page 100

IT IS THE POLICY OF THE UNITED STATES GOVERNMENT TO ASSIST IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD.

IN THE UNITED STATES, THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945. THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945.

IN THE UNITED STATES, THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945. THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945. THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945.

THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945. THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945. THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945.

THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945. THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945. THE GOVERNMENT HAS BEEN ASSISTING IN THE DEVELOPMENT OF THE ECONOMIC AND SOCIAL LIFE OF THE PEOPLE OF THE WORLD SINCE 1945.

Winchester:No. 3 (Con.)

been receiving power from the Commission for a long period of time, have over-paid the Commission for power and the amount is held to their credit on the Commission's books. These Municipalities are urging the return of the over-payment, and the Commission has been compelled as a result of this to require these Municipalities who have under-paid the Commission to pay up in full as soon as they are financially in a position to do so. If the money is not available to make this payment, the Commission is accordingly compelled to raise the rates so as to obtain it as quickly as possible.

Yours truly,

Chief Engineer
per "GD"

GFD/EJ.

Cy. 21

ABSTRACT OF CORRESPONDENCE

-from-

HYDRO- ELECTRIC POWER COMMISSION'S FILES

relating to the

VILLAGE OF MAXVILLE.

_____0000_____

THE BOARD OF DIRECTORS
OF THE HYDRO-ELECTRIC POWER COMMISSION
HAS THE HONOR TO ADVISE YOU THAT
THE FOLLOWING IS A SUMMARY OF THE
PROCEEDINGS OF THE BOARD AT ITS
MEETING HELD AT MAXVILLE ON THE
15TH DAY OF MAY, 1911.

THE BOARD OF DIRECTORS
OF THE HYDRO-ELECTRIC POWER COMMISSION
HAS THE HONOR TO ADVISE YOU THAT
THE FOLLOWING IS A SUMMARY OF THE
PROCEEDINGS OF THE BOARD AT ITS
MEETING HELD AT MAXVILLE ON THE
15TH DAY OF MAY, 1911.

THE BOARD OF DIRECTORS
OF THE HYDRO-ELECTRIC POWER COMMISSION
HAS THE HONOR TO ADVISE YOU THAT
THE FOLLOWING IS A SUMMARY OF THE
PROCEEDINGS OF THE BOARD AT ITS
MEETING HELD AT MAXVILLE ON THE
15TH DAY OF MAY, 1911.

L-1403 -1

MAXVILLE -

R. & M. 920-

1915.

Sept. 15- Letter, D. McMillan, Reeve, to H.E.P.C., asking if power could be supplied to the Village which is situated in the County of Glengarry, the nearest Hydro source being Winchester, 55 miles west. The Village is 24 miles from Cornwall.

Sep. 20- Letter, Gaby to Reeve, advising that Hydro cannot be supplied at the present time at a reasonable rate, as the nearest available source of power is too far away to permit of economical transmission. States that the nearest line at present terminate at Chesterville, where the cost of power is already quite high. Advises them to instal a 3-phase 60 cycle - 2300 V. distribution system, and to purchase a new or good second-hand alternator to be driven possibly by either a steam engine or an oil engine.

Oct. 15- Letter, D. P. McDiarmid, Clerk, to Gaby, asking for an estimate of the cost to install distribution system, as outlined in previous letter.

1919.

Nov. 25- Letter, A. H. Robertson (Warden, United Counties), to Mr. Parker, H.E.P.C., asking for details of plan for Hydro power and copies of by-laws.

Nov. 27- Letter, Gaby to Village of Maxville.
(Letter copied in full No. 1)

Nov. 28- Letter, Gaby to McDiarmid, at the request of Council estimate is given of the cost of a complete system to the Village. The total cost including street lighting equipment and full equipment to serve all possible domestic, commercial and power consumers would be \$15,943.54. Suggests that money by-law be prepared and submitted to the rate-payers.

Newspaper clipping undated from unknown source that Hydro power was now in sight for the Town of Maxville, the line to run from the Commission's power line at Mills Reches via St. Andrew's to Martintown and Apple Hill, thence to Maxville, which will be the distributing point and will supply light and power to Moose Creek, Dunvegan, St. Isidore, Greenfield and possibly, Casselman. The scheme provides for 43 street lights which will light every street in the village the entire night. The above representations were made by Mr. Parker to the Council.

1920.

Jan. 13- Letter, J. W. Weegar to Gaby, giving result of vote on by-laws to be 144 for the by-laws and only 1 against.

Jan. 15- Letter, Weegar to Gaby, stating that the Police Village

1. The first of the three items is a letter from the Secretary of the State Department to the Secretary of the Defense Department, dated 10-10-50, regarding the proposed transfer of the Department of Defense to the Department of State.

2. The second item is a letter from the Secretary of the State Department to the Secretary of the Defense Department, dated 10-10-50, regarding the proposed transfer of the Department of Defense to the Department of State.

3. The third item is a letter from the Secretary of the State Department to the Secretary of the Defense Department, dated 10-10-50, regarding the proposed transfer of the Department of Defense to the Department of State.

4. The fourth item is a letter from the Secretary of the State Department to the Secretary of the Defense Department, dated 10-10-50, regarding the proposed transfer of the Department of Defense to the Department of State.

5. The fifth item is a letter from the Secretary of the State Department to the Secretary of the Defense Department, dated 10-10-50, regarding the proposed transfer of the Department of Defense to the Department of State.

6. The sixth item is a letter from the Secretary of the State Department to the Secretary of the Defense Department, dated 10-10-50, regarding the proposed transfer of the Department of Defense to the Department of State.

7. The seventh item is a letter from the Secretary of the State Department to the Secretary of the Defense Department, dated 10-10-50, regarding the proposed transfer of the Department of Defense to the Department of State.

8. The eighth item is a letter from the Secretary of the State Department to the Secretary of the Defense Department, dated 10-10-50, regarding the proposed transfer of the Department of Defense to the Department of State.

9. The ninth item is a letter from the Secretary of the State Department to the Secretary of the Defense Department, dated 10-10-50, regarding the proposed transfer of the Department of Defense to the Department of State.

of Avonmore on the line of the C. P. R. between Toronto and Montreal wish Hydro power.

Jan. 27- Letter, Weegar to Pope, advising Hydro agreements duly executed, and have been mailed to Commission.

Apr. 14- Letter, Weegar to H. E. P. C. , stating that at last meeting of Council Mr. Parker of the H.E.P.C. was present and placed before them two alternatives for construction of the H.E.P.C. lines within the Village of Maxville:-
First - that the H.E.P.C. construct these lines, but that it would be July or later before they could undertake same;
Second- that the Council take up the construction of the lines and engage Mr. Livingstone who was recommended by Parker, so that work can be commenced as soon as possible.
The Council decided on the second proposition.

Oct.12- Letter, Reeve, A. H. Robertson, to H. E. P. C. stating that installation in the Village is now complete and they ~~will~~ are ready for power.

Nov. 24- Letter, Reeve to H. E. P. C. stating that Village is absolutely in darkness.

Nov.30-Letter, Gaby to Reeve, stating that the delay in construction of lines was due to the lack of skilled labor and that it may be near the 1st of March before the line can be made alive.

1921.

Jan. 4- Letter, Reeve to Gaby, giving result of voting on the Hydro By-Laws :-

Avonmore - For - - - - -	66
Against -	1
Finch - For -	69
Against -	4
Newington - For	43
Against -	10

St. Isidore - For -	1024
Against -	16

Jan.11-Letter, Reeve to H. E. P. C. giving results of voting at Casselman -

For the By-Law 4	101
Against ;	17.

Jan. 15- Letter, Reeve to Gaby, enquiring as to when lines to Maxville will be made alive.

Jan. 26- Letter, Gaby to Reeve, stating that satisfactory progress of work is being made and that permanent plans include a station at Apple Hill . That it will be a 300 K.V.A. stat

of members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

and members of the House of Representatives
and members of the Senate

ion at Apple Hill, from which service will be rendered to Maxville as well as Apple Hill and vonmore. That they expect that ultimately the same transformer will be moved to Maxville and supply the district north of there and a smaller transformer will be purchased to be permanently installed at Apple Hill.

1921.

Apr. 1- Letter, Chief Engineer, to M. J. McLean.
(Copied in full - No. 2) -

Apr. 8- Letter, Auditor to W. B. McLean, Village Clerk, enclosing report showing statement of Receipts and Expenditures of Maxville Hydro Electric System to Apr. 6th, 1921.

<u>Receipts :</u>		
From sale of Debentures - - - -		\$16,000.00
<u>Expenditures :</u>		
Substation equipment -	\$407.72	
Distribution System,	9,628.39	
Line transformers,	1,109.30	
Meters,	1,166.58	
Street light equipment,	1,270.70	
Miscellaneous construction expenses -	453.26	14,005.57
Street lamps,	68.85	
Balance in bank,		<u>1,995.43</u>

May 9- Post card, G. H. McDougall, to Burtees, reporting fire in Village, in which a portion of the Hydro line was burnt.

July 25- Letter, Auditor to Secretary, H. E.P.C. System, Maxville, impressing on them the necessity of public liability insurance.

July 26- Letter, McLean to Burtees, reporting no service on the following days :-
Saturday forenoon - Sunday all day till 9 P. M.-
Monday, all day till Tuesday morning - fuses out at Apple Hill, while fuses in the Town and at out-cuts at the Hill were all right.

1922.

Feb. 15- Letter, Gaby to Reeve, mentioning three public meetings to be held during the month for the purpose of instructing rural residents of the townships of Kenyon, South Plantagenet and Cambridges as to the use of power on the farm.

Mar. 1-, Letter, Auditor to Village Clerk, enclosing Balance sheet of the Maxville System, together with Operating Report for the 9 months ending December 31st, 1921. Letter points out that after taking care of all expenditures there is a loss on operation amounting to \$1918.96.

July 31- Letter, Secretary H. E.P.C. to Corporation of Maxville.
(Letter copies in full - No. 3)-

Maxville :No. 1.

November 27th, 1919.

Corporation of the Village of Maxville,
 C/o Mr. Daniel F. McDiarmid,
 Village Clerk,
 Maxville, Ont.
 Dear Sir :-

Confirming the information given by our engineer on the 20th inst., we wish to advise that the estimated cost of power for Maxwell, based on 200 H. P. for this district is \$54.35 per H. P. per year. Estimated retail rates based upon the above cost of power are as follows:-

Domestic Service:-

3¢ per month per 100 sq. ft. of floor area, with a minimum of 1200 sq. ft., and a maximum of 3,000 sq. ft., plus 7¢ per kilowatt hr. for all consumption up to 100 sq. ft. of floor area charged, plus
 3.5¢ per K.W.H. for all remaining consumption per month.

Less 10% Prompt Payment discount from the whole bill.

Commercial Service :

14¢ per K. W. H. for all consumption up to the first 30 hrs.' monthly use of installed capacity or maximum demand, plus
 7¢ per K. W. H. for all additional consumption up to the next 70 hrs.' monthly use, plus

1.4¢ per K. W. H. for all remaining consumption per month.

Less 10% Prompt Payment Discount from whole bill.

Power Service :

\$1.00 per month per H.P. of connected load or maximum demand.
 plus

6.4¢ per K.W.H. for all consumption up to the first 50 hrs.' monthly use of the load,

4.3¢ per K.W.H. for all additional consumption up to the next 50 hrs.' monthly use,

0.15¢ per K.W.H. for all remaining consumption.

RECEIVED

1944

RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

RECEIVED
RECEIVED
RECEIVED
RECEIVED
RECEIVED

Maxville:

No. 2 (con.)

Less 10% Prompt Payment Discount from the whole bill.

Street Lighting Service:48 - 100 watt lamps @ \$23.00 per lamp
per year.

Yours truly,

Very truly yours,
 R. A. Gaby
 Chief Engineer

CHIEF ENGINEER

JSP/L.

1.00 per 100 sq. ft. of floor space per month

2.00 per 100 sq. ft. of floor space per month

3.00 per 100 sq. ft. of floor space per month

4.00 per 100 sq. ft. of floor space per month

5.00 per 100 sq. ft. of floor space per month

6.00 per 100 sq. ft. of floor space per month

7.00 per 100 sq. ft. of floor space per month

8.00 per 100 sq. ft. of floor space per month

9.00 per 100 sq. ft. of floor space per month

10.00 per 100 sq. ft. of floor space per month

11.00 per 100 sq. ft. of floor space per month

12.00 per 100 sq. ft. of floor space per month

13.00 per 100 sq. ft. of floor space per month

14.00 per 100 sq. ft. of floor space per month

ROYAL SOCIETY OF MEDICINE

AND THE

ASSOCIATION OF PHYSICIANS

OF GREAT BRITAIN

AND IRELAND

AND THE

ROYAL SOCIETY OF MEDICINE

Maxville:

No. 2.

Maxville, Ont.

April 1st, 1921.

Mr. W. S. McLean,
Municipal Clerk,
Maxville, Ont.

Dear Sir :-

Pending the Commission's approval of rates to be charged your Municipality for electric service, please be advised that you shall bill your customers as follows :-

Domestic :

3¢ per 100 sq. ft. of floor space per month.

8¢ per K.W.H. for the first 20 K.W.H. use per 100 sq. ft. floor space per month.

4¢ per K.W.H. for all remaining consumption.

Commercial:

16¢ per K.W.H. for the first 50 hrs.' connected ~~per month~~ load per month.

8¢ per K.W.H. for the next 70 hrs.' /connected load per month use of .00.

1.6¢ per K.W.H. for all remaining consumption.

Power:

\$1. per H.P. connected load or maximum demand.

8¢ per K.W.H. for the first 50 hrs.' use of connected load or maximum demand.

5.3¢ per K.W.H. for the next 50 hrs.' use of connected load or maximum demand.

.15¢ per K.W.H. for all remaining consumption.

All bills estimated on the above basis subject to Prompt Payment Discount of 10% .

Net minimum monthly bill for domestic and Commercial lighting - \$1.50.

Your Municipality will be billed at the rate of \$28.00 per lamp per year for 100 Watt. Street lights.

Yours truly,

GTD/L.

CHIEF ENGINEER

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

1941

Maxville :-

No. 3-

July 31st, 1922.

Corporation of Maxville,
Maxville, Ont.

Dear Sirs :-

Att'n. Mr. John A. Cameron- Mun. Clerk.

I am instructed by the Commission to advise you that after investigating the Operating conditions of your System during the year, it has been decided that your Municipality will be billed for power at the rate of \$86.00 per H. P. per year, commencing January 1st, 1922, and, also that beginning July 1st, 1922, or for the next bills submitted after receipt of this letter, your Commission shall adopt the following schedule of rates for consumers supplied from your System.

Domestic lighting :

3 ¢ - 8 ¢ - 2 ¢ - Prompt Payment Discount 10%

Minimum net monthly bill - \$1.50

Commercial Lighting :

16 ¢ - 8 ¢ - 1.6 ¢ - Prompt Payment discount - 10%

Minimum net monthly bill \$2.00.

Power :

\$1.00 - 8.0 ¢ - 5.3 ¢ - 0.15 ¢ - Prompt Payment discount 10%

Street Lighting -

\$35.00 - 100 W.

Yours truly,

"W.W.Pop"

SECRETARY?

RECEIVED

1900

NEW YORK, N.Y.

RECEIVED

1900

RECEIVED

THE FOLLOWING IS A SUMMARY OF THE RESULTS OF THE INVESTIGATION OF THE CAUSE OF THE ACCIDENT WHICH OCCURRED AT THE FACTORY OF THE NEW YORK & HAVANA STEAMSHIP COMPANY, ON THE 15TH INSTANT. THE CAUSE OF THE ACCIDENT WAS THE NEGLIGENCE OF THE CAPTAIN OF THE VESSEL, WHO WAS NOT PROPERLY TRAINED IN THE USE OF THE ENGINE. THE ENGINE WAS NOT PROPERLY MAINTAINED, AND THE CAPTAIN WAS NOT PROPERLY INSTRUCTED IN THE USE OF THE ENGINE. THE RESULTS OF THE INVESTIGATION WERE AS FOLLOWS: THE CAUSE OF THE ACCIDENT WAS THE NEGLIGENCE OF THE CAPTAIN OF THE VESSEL, WHO WAS NOT PROPERLY TRAINED IN THE USE OF THE ENGINE. THE ENGINE WAS NOT PROPERLY MAINTAINED, AND THE CAPTAIN WAS NOT PROPERLY INSTRUCTED IN THE USE OF THE ENGINE.

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

RECEIVED

1900

107
Ex. 26
Cornwall, Aug. 10. 1922.

Hydro Power Commission,
Toronto, Ontario.

Dear Sirs:

It is a very funny thing that you
Purchasing Agent refuses to even get a price from
us for the cement for the Hydro Building, but pur-
chases it from a Firm who done their utmost against
any Hydro in this Town.

Our price, in quantities, is 70¢ per
bag for cement, and we would like to know what was
paid to people who are directly opposed to all your
dealings.

When Mr. Writtenhouse was here on the
new building, he purchased goods from us, we also
loaned him any machinery that we had. If that
business at that time was not satisfactory, we would
be pleased to know.

Yours very truly,

Fallon Bros.

Per "J.J. Fallon"

P.S.

We write this purely on principle basis only.

October 11, 1911

James Lower Johnston,
Lawrence, Kansas

Dear Sir:

It is a very long time since we have

frustrating agent business to even get a price down
as far as the market for the same is concerned, but we
think it time to try to get some more business
and to get the price down.
The price is now \$1.00 per unit, and we are
not sure that we can get it down to \$0.75 per unit.
We are sure that we can get it down to \$0.75 per unit
if we are sure that we can get it down to \$0.75 per unit.
We are sure that we can get it down to \$0.75 per unit
if we are sure that we can get it down to \$0.75 per unit.

Then Mr. Walcott was here in the
new building, he purchased some more of the same
loaned him any machinery that we had.
Business at that time was not so good, so we would
be pleased to hear.

Very truly yours,
William H. H. H.

October 11, 1911

We wish to say that we are in receipt of your letter.

C4.77

September 6th, 1922.

G.F.D.

Mr. J. J. Fallon
Fallon Bros.,
Cornwall, Ontario.

Dear Sir:

We have your letter of August 10th, and are sorry to note the statements you have made in connection with the Commission therein. In reply we wish to state that we were considerably annoyed to know that we were dealing with a party who does not sympathize with the Commission in its policies, and endeavours. As a matter of explanation, we might state that we only purchased some 47 bags of cement in two different quantities. When the order was placed for the cement, consideration had to be given to Messrs. Acheson, due to the fact that we had borrowed some 50 hardwood ties from them, without charge. If these ties had been purchased, we would have had to pay at least \$1.00 a piece for them. It cannot be said that we refused to get a price from you in connection with the cement, as we would no doubt have been glad to get competitive bids in the ordinary circumstances. You, of course, realize that the field superintendents who have charge of this construction work are not in touch with the local conditions in Cornwall, with which you are so familiar, and we certainly do not intend to deal regularly with parties such as we have in this instance.

We know that you are writing this only on principle, and are glad to accept the criticism as such. We trust that you will accept our explanation in the same spirit.

Yours truly,

CHIEF ENGINEER.

PER G.F.D.

C O P Y .

CEDARS RAPIDS TRANSMISSION CO., LIMITED.

Pittsburg, Pa., April 10, 1919.

Sir Adam Beck, Chairman,
Hydro Electric Power Commission of Ontario,
Toronto, Ontario, Canada.

Dear Sir Adam :

A year or two ago we submitted you a proposed contract as per the attached copy. We are submitting the same herewith because parts of it are still applicable notwithstanding our much regretted failure to get the Cedars Rapids Manufacturing & Power Company to co-operate with us in the delivery of power to you. Under an option covered by our letter of February 11, 1914 to the Cedars Rapids Manufacturing & Power Company and reply of March 11, 1914 to the Cedars Rapids Manufacturing & Power Company and reply of March 11, 1914, that Company is obligated to supply us all or any part of five thousand horse power that is contracted for firm prior to January 8, 1920, provided that such power be consumed in Canada.

Our suggestion in the present dilemma is that you make a connection to our line at Cornwall and for 1919 you take such power as you may from time to time desire and that after you have thus acquired a knowledge of the requirements of the district which you propose to serve, but not later than December 31, 1919, you notify us how much power you are prepared to take and pay for firm beginning with January 1, 1920, and we will in turn advise the Cedars Rapids Manufacturing & Power Company that under our option we call for and will take and pay for and use in Canada the amount of power which you thus advise us you will take firm from us.

The power which you will thus take during 1919 will be supplied and taken subject to the provisions of the heretofore proposed and attached agreement, except that Sections 1, 9 and 24 shall not apply. When we make the contract for the power which you notify us you will take and pay for firm from January 1, 1920, these three omitted sections shall be replaced by a new Section 1 which will specify merely the amount of power which you thus call for, a new Section 9 which will provide that the amount that you call for is to be the minimum amount of power to be paid for, and a new Section 24 which will provide that the agreement will terminate December 31, 1939, but that on January 1st, of 1925, 1930 and 1935 you may cancel the agreement by giving one year's previous notice.

We can only add that it will be our constant endeavour not only to supply power as herein offered to your satisfaction but to find the way to meet your requirements as they may develop.

Yours very truly,

CEDARS RAPIDS TRANSMISSION COMPANY,
LTD.,

per "Arthur V. Davis"

RECEIVED BY THE SECRETARY OF THE ARMY

WASHINGTON, D. C.

THE SECRETARY OF THE ARMY
WASHINGTON, D. C.

1917

I have the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the matter of the 1st Cavalry Division, and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, however, unable to give you any definite answer at this time, as the matter is still under consideration. I am, however, sure that the same will be given the most careful consideration, and that the results will be such as to be satisfactory to all concerned.

I am, however, sure that the same will be given the most careful consideration, and that the results will be such as to be satisfactory to all concerned. I am, however, unable to give you any definite answer at this time, as the matter is still under consideration. I am, however, sure that the same will be given the most careful consideration, and that the results will be such as to be satisfactory to all concerned.

I am, however, sure that the same will be given the most careful consideration, and that the results will be such as to be satisfactory to all concerned. I am, however, unable to give you any definite answer at this time, as the matter is still under consideration. I am, however, sure that the same will be given the most careful consideration, and that the results will be such as to be satisfactory to all concerned.

I am, however, sure that the same will be given the most careful consideration, and that the results will be such as to be satisfactory to all concerned. I am, however, unable to give you any definite answer at this time, as the matter is still under consideration. I am, however, sure that the same will be given the most careful consideration, and that the results will be such as to be satisfactory to all concerned.

Yours very truly,

THE SECRETARY OF THE ARMY

1917

THIS AGREEMENT made the _____ day of _____ 191.

BETWEEN:

THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO,
acting herein on its own behalf and with the
approval of the Lieutenant-Governor-in-Council,
herein called the "Commission"

of the first part

and

CHAMBERS RAPIDS TRANSMISSION COMPANY, LIMITED,
a Canadian corporation having its principal
office in the City of Toronto, in the Province
of Ontario, herein called the "Company"

of the second part.

WHEREAS certain Municipalities have applied to the
Commission for estimates showing the maximum price of power and
the cost of transmission.

AND WHEREAS the said estimates will be based in part upon
this agreement and the Commission will be required to devote
time and skill and expend moneys in the preparation of such
estimates, and such estimates are to be used for the purposes
set forth in "The Power Commission Act";

NOW THIS INDENTURE WITNESSETH that in consideration of the
premises and of the mutual covenants and agreements herein,
each of the said parties agrees with the other as follows:

1. AMOUNT OF POWER. On August 1st, 1918, the Company shall
be ready to furnish and shall hold in reserve, twenty-five hundred
(2500/ horsepower of electrical power, which amount of power
is herein termed the first block of power, and shall furnish
the same to the Commission as called for by the Commission as

This is the first time that the Government has been able to do this.

The Government has been able to do this for the first time in the history of the country.

It is a great achievement for the Government to have been able to do this.

The Government has been able to do this for the first time in the history of the country.

The Government has been able to do this for the first time in the history of the country.

The Government has been able to do this for the first time in the history of the country.

The Government has been able to do this for the first time in the history of the country.

called for by the Commission as hereinafter provided. Similarly on January 1st, 1919, and on September 1st, 1919, and on September 1st, 1920, the Company will be ready to furnish on each of said dates as called for by the Commission and will hold in reserve an additional amount of twenty-five hundred (2500) horsepower. These three amounts of twenty-five hundred (2500) horsepower each are termed herein the second, third and fourth blocks of power respectively. The amount of power thus provided for herein by the said four blocks of power aggregates ten thousand (10,000) horsepower.

The Commission shall, on or before July 1st, 1918, give to the Company notice in writing of the amount of power it elects to take, or calls for as it is hereinafter termed, on August 1st, 1918, which shall not be less than one thousand (1000) horsepower and shall from time to time thereafter give one month's notice in writing of the amounts of additional electrical power it calls for, which shall not be less than one hundred (100) horsepower each. At no time shall the aggregate amount so called for by the Commission be in excess of the amount which the Company undertakes hereunder to hold in reserve and furnish.

Should the Commission fail to have called for all or any portion of the first block by September 1, 1921, said block or any portion thereof not called for before September 1st, 1921, shall be deducted from the amount of said block and thereafter this agreement shall be null and void so far as it concerns such portion of said block as the Commission shall have failed to call for.

called for by the provisions of the constitution.

At January 1st, 1918, and on December 1st, 1918, and on

November 1st, 1918, the company will be ready to furnish

the same as called for by the constitution and will

also in respect to the provisions of the constitution.

(1918) the company will be ready to furnish the same as called for by the constitution and will

also in respect to the provisions of the constitution.

First and Second class of stock (1918) the company will be ready to furnish the same as called for by the constitution and will

power thus provided for herein by the constitution of

the company and the provisions of the constitution.

The constitution shall, on or before July 1st, 1918,

give to the company notice in writing of the amount of power

it desires to take, or calls for as it is authorized to take,

or more than 1000 kilowatts, and in case the company

and (1000) horsepower and shall from time to time thereafter

give the company notice in writing of the amount of power

it desires to take, or calls for, which shall not be less

than one hundred (100) horsepower each. At no time shall the

aggregate amount so called for by the constitution be in excess

of the amount which the company undertakes hereunder to hold

in reserve and reserve.

Should the constitution fail to have called for all the

power provided for and then there be no provision for the same

the company shall be ready to furnish the same as called for by the constitution and will

also in respect to the provisions of the constitution.

At any time it is authorized hereunder to call for the

power provided for and then there be no provision for the same

Similarly this agreement shall be null and void so far as it concerns the second, third and fourth blocks respectively for such portion of said blocks as are not called for prior to January 1st, 1923, September 1st, 1924 and September 1st, 1925, respectively.

2. DESCRIPTION OF POWER. The electrical power herein contracted for shall be 3 phase alternating, commercially continuous 24 hours power every day in the year except as otherwise herein provided for, and shall be furnished at approximately constant voltage to be between 105,000 and 120,000 volts, at the Company's option, and at approximately 60 cycles per second and shall be furnished at or near Cornwall, Ontario, on the present lines of the Company, the exact point of taking to be determined by the Commission.

3. POINT OF MEASUREMENT OF POWER. The power taken hereunder shall be measured at or near Cornwall, Ontario, on the present lines of the Company at the voltage herein provided for, but should the Commission deem it expedient to measure the power at any other power or at any other voltage than that specified herein, then all meter readings shall be so corrected for line loss and transformer loss as to give the same readings as though the meters had been connected at or near Cornwall, Ontario, on the present lines of the Company. Such corrections shall be based as far as possible on actual tests made on the apparatus concerned, or on careful calculations based on test data, such tests or calculations to be made in accordance with the standardization rules of the American Institute of Electrical Engineers, and shall be made in the presence of authorized re-

1. That this document shall be a part and void as far as

it concerns the second, third and fourth blocks respectively
for each portion of said blocks as are not called for prior to
January 1st, 1935, September 1st, 1935 and October 1st, 1935,
respectively.

2. That the said document shall be a part and void as far as
it concerns the fifth, sixth and seventh blocks respectively
for each portion of said blocks as are not called for prior to
January 1st, 1935, September 1st, 1935 and October 1st, 1935,
respectively.

3. That the said document shall be a part and void as far as
it concerns the eighth, ninth and tenth blocks respectively
for each portion of said blocks as are not called for prior to
January 1st, 1935, September 1st, 1935 and October 1st, 1935,
respectively.

representatives of the parties hereto.

4. METHOD OF MEASURING POWER. The amount of electrical power furnished hereunder and its power factor shall be measured by means of instruments satisfactory to both parties hereto, to be supplied, installed and maintained by the Commission, the measurement to be in units as now standardized by the Department of Inland Revenue of the Dominion of Canada. Said instruments shall consist in part at least of standard polyphase demand meters or other curved drawing watt meters, or watt hour meters and reactive volt ampere meters satisfactory to the Commission and the Company, or other curve drawing watt meters and wattless component meters, so that a record may be had of the kilowatts taken by the Commission hereunder at any and all times.

The Company shall have the right also to install and maintain at its own expense instruments satisfactory to both parties which may record or ascertain or limit to the terms hereof the amount of electrical power taken hereunder and which shall also measure in units as now standardized by the Department of Inland Revenue of the Dominion of Canada. The instruments shall be read by, and graphic records shall be taken and kept by an authorized representative of the Company.

5. ACCURACY OF METERS. The instruments used in measuring the amount of electrical power shall be accurate within two (2) per cent, and shall be so maintained by the Commission. In the event of a dispute between the parties hereto as to the accuracy of the instruments, they shall be tested and corrected by competent authority, and the cost of the test shall be paid by the party in error. In the event of the discovery of

...and the fact that the ...

by the Commission hereunder at any and all times.

The Company shall have the right also to install and main-

[illegible]

and have been used in a number of studies to assess the impact of various factors on the development of the brain.

-5-

error, the amount paid for electrical power during the previous month shall be re-adjusted in accordance with the result of the test. In the event of inability to agree on a tester, the test shall be made by Toronto University Testing Laboratories of Toronto, Ontario. Each of the parties hereto shall be entitled to have a representative present at any test of instruments, and no such test shall be made without sample notice to both parties.

6. ACCIDENT TO METERS. In the event of failure of any of said instruments to operate properly due to any cause, the amount of electrical power furnished during the time the instruments are inoperative shall be assumed to be the same as that furnished during the period of the same length immediately prior to or immediately subsequent to the time when the instruments were inoperative according to which of said periods is presumptively the more representative of the time during which the instruments were inoperative. In the event of the failure of any of said instruments to operate properly, the Commission shall promptly notify the Company of such failure and shall promptly substitute a suitable instrument in place of the defective one.

7. METHOD OF DETERMINING MAXIMUM LOAD. The average or integrated maximum amount of power furnished hereunder for any continuous period of twenty (20) minutes in any calendar month shall be taken to be the average amount of power furnished hereunder during said month and shall be the amount for which payment shall be made for said month.

8. RATE OF PAYMENT. The Commission shall pay the Company for power furnished hereunder at the rate of fifteen dollars

except the amount paid for electrical power during the previous month shall be re-adjusted in accordance with the result of the test. In the event of inability to agree on a test, the test shall be made by Toronto University Testing Laboratories of Toronto, Ontario. Each of the parties hereto shall be entitled to have a representative present at any test of instruments, and no such test shall be made without sample

shall be made

6. ACCIDENT TO METER. In the event of failure of any of said instruments to operate properly due to any cause, the owner of electrical power transmitted during the time for which the instrument was in use shall be liable to the owner of the instrument for the cost of the instrument and the cost of the test. In the event of failure of any of said instruments to operate properly due to any cause, the owner of electrical power transmitted during the time for which the instrument was in use shall be liable to the owner of the instrument for the cost of the instrument and the cost of the test. In the event of failure of any of said instruments to operate properly due to any cause, the owner of electrical power transmitted during the time for which the instrument was in use shall be liable to the owner of the instrument for the cost of the instrument and the cost of the test.

7. METER TO REMAIN IN PLACE. The meter shall be placed in a convenient location at the point of delivery of power to the consumer. The meter shall be the property of the utility company and shall be subject to removal at any time. The meter shall be the property of the utility company and shall be subject to removal at any time. The meter shall be the property of the utility company and shall be subject to removal at any time. The meter shall be the property of the utility company and shall be subject to removal at any time. The meter shall be the property of the utility company and shall be subject to removal at any time.

(\$15.00) per electrical horsepower per annum, as measured at or near Cornwall as herein provided. For the purpose of this agreement, seven hundred and forty-six (746) watts shall be constituted one horsepower.

9. MINIMUM AMOUNT OF POWER TO BE PAID FOR. In case the maximum amount of power furnished hereunder for twenty (20) consecutive minutes in any calendar month as above referred to shall be less than three-fourths of the power called for by the Commission, as herein provided, the Commission shall for said month pay for three-fourths of the power called for by it instead of paying for the amount of power actually taken.

10. MANNER AND TIME OF PAYMENT. On or before the tenth (10th) day of each month the Commission shall pay to the Company, in gold in lawful money of Canada, or its equivalent, at its office in Cornwall, the amounts which have accrued hereunder during the previous calendar month.

Should the Commission fail to make any payment as herein provided it shall be in arrears and interest at the rate of six (6) per cent per annum shall be paid on all amounts in arrears.

11. POWER FACTOR. The Commission agrees:

(a) At all times to take and use the three-phase power in such a manner that the current will be equally taken from the three phases and in no case shall the difference between any two phases be greater than ten per cent (10%).

(b) At all times to take and use the three-phase power

1. The first thing I noticed when I stepped out of the plane was the cold air. It was a sharp contrast to the warm, humid air of the tropics. I had heard that the weather in the north was harsh, but I didn't realize how cold it would be. The wind was biting, and the sun was a pale, distant orb in the sky. I shivered as I walked through the airport, my hands tucked into my pockets. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world.

2. As I walked through the airport, I noticed the people around me. They were all dressed in heavy coats and scarves, their faces pale from the cold. I felt like an intruder in their world. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world.

3. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world.

4. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world. The people around me were bundled up in coats and scarves, their faces pale from the cold. I felt like an intruder in their world.

-7-

in such a manner that the power factor i. e., the ratio of the Kilowatt to the Kilovolt-ampere is a maximum, but if the power factor falls below ninety (90) percent the Commission shall pay ninety (90) percent of the maximum kilovolt amperes considered as true power or kilowatts. The maximum in kilovolt-amperes or kilowatts shall be taken as the maximum average or integrated demand over any consecutive twenty(20) minutes.

12. LIMITATION OF COMPANY'S OBLIGATION. The entire supply of power now available to the Company is obtained from the Cedar Rapids Manufacturing and Power Company and the Company shall in no event be bound to obtain another supply of power other than it is now obtaining from The Cedar Rapids Manufacturing and Power Company. The obligation of the Company to furnish power hereunder is limited to the furnishing of such power as is now available to the Company or such other power as the Company may at any time purchase from another source or ~~or such other power as the Company may at any time purchase from another source or~~ sources or generate.

13. DEFINITION OF FURNISHING. It is agreed that the maintenance by the Company of approximately the agreed voltage at approximately the agreed frequency at the point of taking herein provided for, shall constitute the furnishing of all power involved herein, and the fulfillment of all operating obligations hereunder; and that when the voltage and frequency are so maintained, the amount of power, the fluctuations, load factor, power factor, distribution as to phases, and all other electrical characteristics and qualities are under the sole control of the Commission, its agents, customers, apparatus, appliances and circuits, subject to all the terms and condit-

Mutual Strike Clause

ions hereof.

14. FORCE MAJEURE. In case the Company shall at any time or times be prevented from furnishing the stipulated power, or any part thereof, or in case the Commission shall at any time be prevented from taking the stipulated power or any part thereof, by war, strike, lockout, riot, fire, invasion, explosion or the act of God, or any other cause reasonably beyond their control, then the Commission shall not be bound to take or the Company to furnish said power during such time, but as soon as the cause of interruption is removed, the Company shall without delay furnish the said power as aforesaid and the Commission shall take the same, and each of the parties hereto shall be prompt and diligent in overcoming and removing such cause or causes of interruption.

15. CONTINUITY OF POWER. The Company shall not be liable for any damage resulting from a suspension or diminution of or interruption to the furnishing of electrical power hereunder by reason of diminution of water supply on account of low water, ice or other causes or by reason of accidents to its transmission line or for any reason beyond its control, the sole penalty for failure to furnish power hereunder shall be a suspension or remission of charges during the time of such failure, and the Commission hereby accepts such suspension or remission of charges as full compensation for any suspension or diminution of or interruption to the supply of electrical power hereunder but in case of such complete or partial failure to furnish electrical power hereunder the Company shall prorate its available supply of electrical power among its

customers, provided, however, that public utilities shall be given preference by reason of their importance to the community.

The Company, however, shall provide and suitably maintain or cause the parties from whom it obtains electrical power to provide and suitably maintain such transmission line, generating plant, and other equipment as are reasonably required and commercially justified to furnish the electrical power hereunder.

It is understood that the Company purchases the electrical power to be furnished hereunder from The Cedars Rapids Manufacturing and Power Company. Should the Company at any time purchase electrical power from another source or sources or generate it, the Company shall at all times have the jurisdiction as to upon what source or sources it shall from time to time rely for furnishing the electrical power hereunder and from what source or sources it shall from time to time obtain the electrical power to be furnished hereunder.

16. GOVERNMENT CONTROL. The use of water in the rivers from which the electrical power to be furnished hereunder is produced or the generation, transmission or sale of said power is or may become the subject of governmental control or charges. Governmental control or charges herein means all such control and regulations or charges imposed by whatever division of government whether Canadian, United States, Provincial, State, Municipal or otherwise, which is authorized to have control or make regulations and charges affecting the use of the water from which the electrical power to be furnished hereunder is produced or the generation, transmission and sale

of said power or the transmission of said power from one country, state or other subdivision of territory to another.

If the cost of furnishing electrical power hereunder from the source or sources upon which the Company relies for furnishing electrical power hereunder shall be increased by governmental controller charges as above defined at any time during the life of this agreement, the rates herein provided for may at the option of the Company be correspondingly increased, provided, however, that in the event of such increase, the Commission shall have the right at any time within one (1) year from the time such increase takes effect to abrogate this agreement upon sending by registered mail written notice to that effect to the Company at Cornwall, Ontario.

If, by reason of governmental control, the Company is prevented from obtaining electrical power from the source or sources upon which the Company relies for furnishing electrical power hereunder, the Company shall have the right at any time within one (1) year from the time such prevention takes effect to abrogate this agreement upon sending by registered mail/written notice of that effect to the Commission at Toronto, Ontario.

17. QUALITY AND MAINTENANCE OF COMMISSION'S ELECTRICAL APPARATUS. The Commission and its Customers shall select and use transformers and all apparatus most suitable to receive the electric power furnished by the Company, and the Commission's transmitting, transforming, translating and all other apparatus and devices upon its circuits when receiv-

-11-

ing power from the Company shall be of modern standard design and construction and shall be operated and maintained with special reference to securing the highest efficiency and most perfect operation consistent with commercial practice not only of its own, but also of the apparatus of the Company when receiving power from the Company, and the Commission shall install upon and equip all circuits with such approved protective devices as are in commercial use and operate its circuits in such a manner as will to the then greatest extent protect the apparatus and circuits of the Company from damage and interruption by lightning, short-circuiting or otherwise. The Commission shall provide free access for the Company's representative at all reasonable times to its own premises and that of its customers, in order that the Company may assure itself that the provisions hereof have been complied with.

18. COMMISSION'S CONNECTION TO COMPANY'S LINE. The provisions of this agreement require furnishing of power by the Company to the Commission on the present lines of the Company. All structures, apparatus and equipment which the Commission may install on the Company's property in order to effect the physical connection to the Company's lines shall be of a character and in locations satisfactory to the Company, and all work connected with the installation and maintenance of the physical connection between the Commission's and the Company's lines shall be done by the Commission under the direction of the Company's authorized representatives.

The Commission shall take the power it receives from

the Company from time to time, from any or all of the Company's lines as may be from time to time directed by the Company's authorized representatives.

19. CHANGE OF STANDARD VOLTAGE BY THE COMPANY. Owing to the nature of the business of the Company's present customers, it has been found necessary from time to time to alter the standard voltage of the high tensions transmission line to suit the requirements of the Company's customers. Provision for making such changes by means of suitable transformer taps exist in the Company's apparatus. The Commission shall, when purchasing its transformers, provide them with corresponding suitable taps and shall by their use accommodate its requirements to the requirements of the Company's other customers to within the limits as stated in paragraph 2 hereof.

The Company shall not make alteration in the standard voltage of the transmission lines without due notice to the Commission, affording ample opportunity to the Commission to make the alteration without interference with the operation of its system.

20. ARBITRATION. In case any dispute shall arise relating to the question of the performance and fulfillment of any of the terms, provisions or conditions of this agreement, or as to the method or accuracy of the measurement of the power, or as to any question which may arise under this agreement, or as to the rights of any of the parties after the termination of this agreement, the same shall be determined by two independent persons, one to be chosen by each of the parties to such dispute, and such persons before proceeding with the reference

shall appoint a third arbitrator to act with them, and the decision of the said three arbitrators, or a majority of them, shall be conclusive on both parties except as hereinafter provided, and in case either of the said parties shall neglect or fail to appoint an arbitrator within thirty (30) days after the request in writing by the other party, then the arbitrator appointed by the other party may proceed alone, and his award shall be conclusive on both parties as hereinafter provided. The award shall be made within four (4) months after the appointment of the first of such arbitrators, and in the event of the two arbitrators appointed as aforesaid being unable or unwilling to agree upon a third arbitrator for two weeks after their appointment, or the appointment of the one of them who was last appointed, then said third arbitrator shall be chosen and appointed by the Chief Justice for the time being of the High Court Division of the Supreme Court of the Province of Ontario, or in the event of the said Chief Justice being ill, absent from the Province, or otherwise unable or refusing to act, then such third arbitrator shall be appointed by any Judge of the High Court Division of the Supreme Court of Ontario. It is agreed that there may be an appeal by either party from any decision or award of such arbitrators in accordance with the provisions of the Arbitration Act, R.S.O. 1914 in that behalf, but in no event is such appeal to be carried beyond the Appellate Division of the Supreme Court of Ontario.

21. FURNISHING OF POWER DURING PERIOD OF ARBITRATION. Notwithstanding there may be differences between the parties hereto as to the supply or sufficiency of the said power or the payment therefor, or any other questions whatever which may

that, subject to the provisions of the Act, the
Commissioner may, at his discretion, appoint
any person to the office of arbitrator, and may
also, in any case, appoint an arbitrator within thirty days after
the receipt in writing by the other party, then the arbitrator
appointed by the other party may proceed alone, and his award
shall be binding on the parties as if made by the arbitrator.
The award shall be made within four (4) months after the ap-
pointment of the first of such arbitrators, and in the event of
the two arbitrators appointed as aforesaid being unable or un-
willing to agree upon a third arbitrator for two weeks after
their appointment, or the appointment of the one of them who
was last appointed, then said third arbitrator shall be chosen
and appointed by the Chief Justice for the time being of the
High Court Division of the Supreme Court of the Province of
Ontario, or in the event of the said Chief Justice being ill,
absent from the Province, or otherwise unable or refusing to
act, then such third arbitrator shall be appointed by any judge
of the High Court Division of the Supreme Court of Ontario.
It is agreed that there may be an appeal by either party from
any decision or award of such arbitrator to the Court of Appeal
and the provisions of the Arbitration Act, 1917, shall apply to
such appeal as if the award were made by the arbitrator.
The High Court Division of the Supreme Court of Ontario,
in the event of any dispute between the parties, shall
be the final authority on all matters in dispute.

-14-

arise under this agreement, the Company shall continue to furnish the power, and the Commission to pay therefor and both parties shall continue to carry out the contract notwithstanding such differences; and when the matters which may be so in issue shall be finally determined by the reference to arbitration in the manner provided by paragraph 20 hereof, the parties shall deal with such matters according to the terms of the award which may be made upon such reference, it being the distinct agreement between the parties that there shall not be during the period of this agreement any stoppage or cessation in the supply of the said power, or of the payments therefor, but that the same shall be continued as if there were no difference.

22. MODIFICATIONS OF AGREEMENT. It is recognized by both parties hereto that the state of the art of production, transmission and application of electrical power is subject to constant advance, and that it is impossible by contract to cover all the requirements and conditions which may develop. The Commission with the approval of the Lieutenant-Governor-in-Council, and the Company while adhering to the provisions of this agreement, will at any time upon the request of either, take up and in good faith consider with the aid of their respective engineers any feature or changes of the system as a whole, or any modification of any of the provisions hereof, provided it shall appear to the party to whom such request is made that compliance therewith shall tend to make this agreement more effective, and to make the venture of each party more successful and certain, provided, however, that any

-15-

such action or the failure on the part of either party to require of the other exact conformity to the provisions of this agreement, or any other liberty or greater latitude beyond the provisions of this agreement allowed by either party to the other in the course of the co-operation implied by the spirit of this agreement shall in no manner operate as, or constitute a precedent, or amend or change the obligation of the parties hereto.

23. CORPORATE LIABILITY ONLY. Inasmuch as this is, and is intended to be, the corporate obligation of the Company its successors and assigns, hereby any and all individual liability of its stockholders and officials or directors is waived expressly, and no party or person claiming liability in respect of any place shall allege or assert any such individual liability in respect of any obligation or default under this agreement or any judgment thereon, and no recourse thereon shall be had against any such stockholder, official or director.

24. TERMINATION OF AGREEMENT. This agreement shall terminate at noon on the 31st day of December 1923, but the Commission may, at its option, by giving notice of such intention on or before the 31st day of December, 1921, continue the agreement for a second term of five years; and similarly by notice given on or before the 31st day of December, 1926, the Commission may continue the agreement for a third term of five years; and also by notice given on or before the 31st day of December 1931, the Commission may continue the

-16-

agreement for a fourth term of five years, save and except that the rate of payment for said third and fourth terms, as provided for in paragraph B hereof, is to be the subject of adjustment between the Commission and the Company; and if on or before the 30th day of June, 1930, the rate of payment is not agreed upon between the Company and the Commission, then the same shall be fixed and determined by the Chairman and the Board of Railway Commissioners for the Dominion of Canada. Either the Commission or the Company may, upon ten days' notice to the other, apply to the Chairman of the said Board of Railway Commissioners to have the said rate of payment fixed, and the said Chairman may thereafter proceed to fix the same in such manner as to him may seem most expedient and just, and his decision shall be final and binding upon the parties hereto.

Further, this agreement may be terminated at the expiration of any one of the four periods of five years each, provided the Commission gives one year's notice previous to the expiration of any of the five year periods of its intention to terminate this agreement.

Notices provided for herein shall be written notices, addressed to the Company at its principal office as herein stated, and sent by registered mail.

25. ~~SUCCESSORS OR ASSIGNS~~. This agreement shall extend to and be binding upon and insure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the said Commission has affixed its corporate seal and has signed, sealed and executed the present

agreement for a term of five years, from and except

that the said agreement shall be subject to the terms and

conditions set forth in paragraph 3 hereof, as to the subject of

adjustment between the Commission and the company; and it is

agreed that on the day of June, 1920, the date of payment is not

agreed upon between the company and the Commission, then the same

shall be fixed and determined by the Commission and the party

of which Commission shall be the Commission of Canada. After

the Commission has been formed, the said Commission shall

be an agent, acting as the Commission of the said of Rail-

way Commission, to carry out the said act of payment, and

the said Commission may thereafter proceed to fix the same in

the event of the said Commission not being able to do so.

and that the said Commission shall be subject to the terms and

conditions set forth in paragraph 3 hereof, as to the subject of

adjustment between the Commission and the company; and it is

agreed that on the day of June, 1920, the date of payment is not

agreed upon between the company and the Commission, then the same

shall be fixed and determined by the Commission and the party

of which Commission shall be the Commission of Canada. After

the Commission has been formed, the said Commission shall

be an agent, acting as the Commission of the said of Rail-

way Commission, to carry out the said act of payment, and

the said Commission may thereafter proceed to fix the same in

the event of the said Commission not being able to do so.

and that the said Commission shall be subject to the terms and

conditions set forth in paragraph 3 hereof, as to the subject of

adjustment between the Commission and the company; and it is

agreed that on the day of June, 1920, the date of payment is not

agreed upon between the company and the Commission, then the same

-17-

agreement, and the Company by and through its President and Secretary duly authorized for all purposes hereof has herunto affixed its corporate seal under the hands of its proper officers.

WITNESS:

HYDRO-ELECTRIC POWER COMMISSION
OF ONTARIO

SEAL

CHAIRMAN

SECRETARY

WITNESS:

CEDARS RAPIDS TRANSMISSION COMPANY,
LIMITED

...and the ...
...the ...
...the ...

...

...

...

...

...

...

...

...

...

...

...

...

...

Ed. 29

THIS INSTRUMENT made in duplicate the
day of _____ in the year of our Lord, One Thousand
Nine Hundred and _____

B E T W E E N

THE HYDRO-ELECTRIC POWER COMMISSION
OF ONTARIO

Hereinafter called the "Commission"
Party of the First Part.

- a n d -

THE EUGENE F. PHILLIPS ELECTRICAL WORKS
LTD.

hereinafter called the "Customer"
Party of the Second Part.

WHEREAS the Commission acting under the provisions of
the Power Commission Act and Amendments thereto (Revised
Statutes of Ontario, Chapter No. 39) is prepared to enter
into an agreement for the supply of electrical power or
energy for the purposes of this agreement.

AND WHEREAS the Customer has applied to the Commission
for a supply of electrical power or energy under the said
Act or amendments thereto.

AND WHEREAS the Customer is duly incorporated under
the laws of the Dominion of Canada and will carry on a
business of manufacturing copper wire, cable and tubing.

THE COMMISSIONER OF THE GENERAL LAND OFFICE
HIS EXCELLENCY THE GOVERNOR GENERAL
OTTAWA
1911

TO THE HONORABLE THE SECRETARY OF THE
DEPARTMENT OF THE INTERIOR
OTTAWA

RE: THE PROPOSED SALE OF LANDS
IN THE DISTRICT OF YUKON

- n n -

YOUR LETTER OF THE 14TH INSTANT IS RECEIVED
AND THE MATTER IS UNDER CONSIDERATION

WHEREAS the Commission acting under the provisions of
the Public Lands Act has received from the
Department of the Interior, Chapter No. 39, is prepared to enter
into an agreement for the supply of electrical power or
energy for the purpose of said agreement.

AND WHEREAS the Commission has applied to the Commission
for a supply of electrical power or energy under the said
Act on a number of occasions.

AND WHEREAS the Commission is fully empowered under
the Act of the Dominion of Canada and will carry on a
business of supplying power to the public.

- 2 -

et cetera, in the Town of Brockville, County of Leeds,
Province of Ontario.

NOW THEREFORE THIS INDENTURE WITNESSETH:-

That in consideration of the premises and of the
agreements of the parties hereto each agrees with the
other as follows:-

1- THE COMMISSION AGREES:

(a) To reserve for and deliver to the Customer
Eleven Hundred (1100) Horse Power of electrical power
or energy at the point of delivery hereinafter specified.

(b) To reserve for and deliver to the Customer
additional power or energy in blocks of Fifty (50) H.P.
each, after the expiration of three (3) months notice in
writing from the Customer, up to a maximum of Three Thous-
and Horsepower (3,000 HP)

(c) To use at all times first-class, modern, standard,
commercial apparatus and plant and to exercise all due skill
and diligence so that the service rendered to the Customer
hereunder shall be in accordance with the best commercial
standards.

(d) To deliver commercially continuous twenty-four
(24) hour power every day in the year, except as provided
for herein, at the point of delivery, herein defined as the

- 2 -

44,000 volt terminals of the Commission's lines to the Customer's transformer station located on the Customer's property at the westerly limits of the Town of Brockville.

2. THE CUSTOMER AGREES:

(a) To use all diligence by every lawful means in its power to prepare for the receipt and use of the power covered by this agreement, so as to be able to begin to take power not later than the first day of June, 1922.

(b) To pay to the Commission for all power taken in monthly payments in gold coin of the present standard of weight and fineness at Toronto under the following schedule of rates based on ten minute integrated demand and ninety per cent (90%) minimum power factor as provided for herein.

For eleven hundred horse power (1100 h.p.) and up to twenty-five hundred horse power (2500 h.p.) the rate for all power taken shall be Thirty-five Dollars (\$35.00) per horsepower per annum.

When the amount taken exceeds twenty-five hundred horse power (2500 h.p.) the rate for all power taken shall be Thirty-one Dollars (\$31.00) per horsepower per annum.

Each month's payments for power taken are to be made as though the maximum amount taken during that month were taken for the whole month.

It is understood that the Commission will reduce the rates for power delivered under this contract, when the amount

- 4 -

of power in the district increases sufficiently to permit the Commission supplying power to the customer at rates less than herein scheduled. Such reduction shall be determined by the Commission, and may later be partially or wholly withdrawn, should the Commission find it necessary to meet increased annual charges on the power delivered to the Customer due to added lines and equipment for additional loads on the system, or for reasons unforeseen at the present time, but the Commission will not in any case charge the Customer in excess of the above scheduled rates, and the rate for power to the Customer will not be in excess of the rate to any other Company supplied by the Commission, in the district, under like conditions as to location, voltage, quantity delivered, and other terms herein set out.

(c) To purchase power exclusively from the Commission for the term of this agreement, and not to sell or dispose of said power, or any part thereof, directly or indirectly without the written consent of the Commission.

(d) If the amount of power taken by the Customer on a ten (10) minute integrated demand computed as provided in this agreement, exceeds the amount of power held in reserve for him the taking of such excess power shall thereafter constitute an obligation on the part of the Customer to pay for and on the part of the Commission, as long as this greater amount does not exceed Three Thousand Horsepower, to hold in reserve such increased quantity of power in accordance with the terms and conditions of this agreement.

of power in the district concerned shall be permitted to be used for any other purpose than the use for which it was originally intended, and any use for other than the original purpose shall be at the expense of the user.

Notwithstanding the foregoing, the Commission may, in its discretion, permit the use of power for other than the original purpose, provided that the user shall be responsible for the cost of such use, and that the use shall not be in excess of the amount of power available for the original purpose.

Not in any case shall the Commission in excess of the above scheduled rates, and the rate for power to the Commission will not be in excess of the rate to any other agency supplied by the Commission, in the event of any increase in the rate to the Commission.

Notwithstanding the foregoing, the Commission may, in its discretion, permit the use of power for other than the original purpose, provided that the user shall be responsible for the cost of such use, and that the use shall not be in excess of the amount of power available for the original purpose.

Not in any case shall the Commission in excess of the above scheduled rates, and the rate for power to the Commission will not be in excess of the rate to any other agency supplied by the Commission, in the event of any increase in the rate to the Commission.

Not in any case shall the Commission in excess of the above scheduled rates, and the rate for power to the Commission will not be in excess of the rate to any other agency supplied by the Commission, in the event of any increase in the rate to the Commission.

Not in any case shall the Commission in excess of the above scheduled rates, and the rate for power to the Commission will not be in excess of the rate to any other agency supplied by the Commission, in the event of any increase in the rate to the Commission.

Not in any case shall the Commission in excess of the above scheduled rates, and the rate for power to the Commission will not be in excess of the rate to any other agency supplied by the Commission, in the event of any increase in the rate to the Commission.

Not in any case shall the Commission in excess of the above scheduled rates, and the rate for power to the Commission will not be in excess of the rate to any other agency supplied by the Commission, in the event of any increase in the rate to the Commission.

Not in any case shall the Commission in excess of the above scheduled rates, and the rate for power to the Commission will not be in excess of the rate to any other agency supplied by the Commission, in the event of any increase in the rate to the Commission.

(e) To pay as a minimum each month in the same manner as stated in paragraph (b) of Clause (2) hereof, for seventy-five (75%) per cent of the power held in reserve for the Customer at the same rate as is fixed in the said paragraph for power taken, of the same amount as the amount representing such 75%, except as provided for in Clause 5 (b) hereof. The amount of power held in reserve shall be the total of all power ordered in accordance with paragraphs (a) and (b) of the first Clause of this agreement and of any additions thereto as set out in the last preceding paragraph.

(f) At all times to take and use the three-phase power in such a manner that the current will be equally taken from the three phases and in no case shall the difference between any two phases be greater than five per cent (5%). If the difference be greater than 5% the Customer, upon instructions from the Commission, shall so adjust his load as to comply with this requirement.

(g) At all times so to take and use the three-phase energy that the ratio of the kilowatts to the kilovolt amperes (read simultaneously) is unity, but when this is not possible the Customer shall pay for ninety per cent (90%) of the maximum kilovolt amperes (considered as true power or kilowatts) when that amount is in excess of the maximum kilowatts taken. The maximum in kilowatts or kilovolt amperes shall be taken as the maximum average or integrated demand over any ten consecutive minutes.

The kilowatts, kilovolt amperes or any other factors

(a) To pay an amount not exceeding in the sum

amount as stated in paragraph (b) of clause (i) hereof, the sum

five (5%) per cent of the power held in reserve for the purpose

at the same rate as is fixed in the said paragraph for power

thereof, of the same amount as the amount representing such 5%

except as provided for in clause (b) hereof. The amount of

power held in reserve shall be the total of all power engaged

in accordance with paragraphs (a) and (b) of the first clause

of this agreement and of any additional capacity as set out in the

last preceding paragraph.

(4) At all times to take and use the three-phase power

to the extent that the same is available for the purpose of

these three and in no case shall the difference between any two

phases be greater than five per cent (5%). In the difference be

greater than 5% the Contractor, upon instructions from the Com-

missioner, shall so adjust his load as to comply with this require-

ment.

(5) At all times to be taken and use the three-phase

energy that the ratio of the kilowatts to the kilovolt amperes

(power factor) is unity, but when this is not possible

the Contractor shall pay for kilowatt per cent (5%) of the maximum

kilowatt per cent (5%) of the power at the time of

that amount is in excess of the maximum kilowatts taken. The

maximum is kilowatts or kilovolt amperes shall be taken as the

maximum value of the kilowatts or kilovolt amperes

maximum.

the kilowatts, kilovolt amperes or any other factors

or quantities shall be determined directly or indirectly from metering equipment provided for in the Fourth Clause hereof and University of Toronto electrical standards shall be used as final reference as to the accuracy of measuring equipment.

(h) Bills shall be rendered by the Commission to the Customer on or before the tenth and paid by the Customer on or before the twentieth day of each calendar month. Each month for purposes of billing shall be considered as 1/12th of a year.

If any bill remains unpaid for fifteen days after the date thereof the Commission may, in addition to all other remedies and without notice, discontinue the supply of power to the Customer until the said bill is paid, and no such discontinuance by the Commission shall relieve the Customer from the performance of the covenants, provisions and conditions herein contained.

All payments in arrear shall bear interest at the legal rate.

(i) To use at all times modern, standard, commercial apparatus and plant to be approved by the Commission from time to time, and to so operate and conduct the plant and apparatus as to cause minimum disturbance or fluctuations to the Commission's supply.

and to exercise all due skill and diligence so as to secure the satisfactory operation of the plant and apparatus of both the Commission and the Customer.

(j) Should it be expedient or necessary for the Commission, in order to deliver power hereunder, to construct, build or install poles, lines, cables, transformers, switches or other appliances or devices on, over or through the property of the Customer, or on, over or through any other adjoining property, the Customer hereby agrees to supply and arrange for such necessary right-of-way free of cost, and satisfactory to the Commission for the life of this agreement, or renewals thereof, and for thirty (30) days thereafter, so that the Commission may build, install, erect, construct, operate, repair, maintain and remove any of said apparatus or devices belonging to the Commission.

(k) The Customer shall erect and supply the necessary transformer station, switching equipment and lightning arresters, et cetera, approved by the Commission and shall supply, install and operate the electrical equipment therein as instructed by the Commission.

3. The power delivered hereunder shall be alternating.

three-phase, having a periodicity of approximately sixty cycles per second, and a pressure of approximately forty-four thousand (44,000) volts between phase wires, subject to normal variations in both frequency and voltage not to exceed five per cent (5%).

4. (a) Measurement of the power hereunder shall be made by means of suitable polyphase recording meters provided by the Commission and so arranged as to accurately measure and record the power taken by the Customer.

The greatest average or integrated power demand made by the Customer for any ten (10) consecutive minutes in any month as shown by the aforementioned instruments shall be used as basis of billing and paying for the power taken by the Customer hereunder during said month, but subject at all times to the minimum provided for in the Second Clause hereof.

(b) The point of measuring the power covered by this agreement shall be at the forty-four Thousand Volt terminals of the Commission's transmission lines to the Company's transformer station, and the instruments, with the necessary current and potential transformers for the measurement of power hereunder shall be provided, installed in the Company's transformer station, and maintained correct by the Commission.

Records from said meters shall be dated and forwarded promptly by the Customer to the Commission, and such records on file with the Commission shall be available to the Customer for inspection at all reasonable times.

(c) Whenever the said measuring instruments are connected at other than the point of delivery their readings

...shall be the responsibility of the Commission to determine the accuracy of the measurements and to arrange for the necessary maintenance and repair of the measuring instruments.

4. (a) Measurements of the power delivered shall be made by means of suitable polyphase recording meters provided by the Commission and so arranged as to accurately measure and record the power taken by the load.

The gross average or integrated power shall be determined by the Commission for any ten (10) consecutive minutes in any month as shown by the aforementioned instruments shall be used as basis of billing and paying for the power taken by the customer hereunder during said month, subject at all times to the minimum provided for in the local laws and ordinances.

(b) The point of measuring the power covered by this agreement shall be at the forty-four thousand volt terminals of the Commission's transmission lines to the company's power transformer station, and the instruments, with the necessary current and potential transformers for the measurement of power hereunder shall be provided, installed in the company's transformer station, and maintained correct by the Commission.

Measures from said meters shall be taken and forwarded promptly by the Commission to the company, and such measures as will with the Commission shall be available to the company for inspection at all reasonable times.

(c) Whenever the said measuring instruments are removed or altered the point of delivery shall be noted and

shall be subject to a correction and shall be corrected to give readings such as would be obtained by instruments connected at the point of delivery. Such corrections shall be based upon tests or calculations by the Commission.

(d) The Customer shall provide a safe and suitable location, to be approved by the Commission, for the installation of the Commission's instruments and transformers and no rental charge shall be made to the Commission for the location of said instruments or transformers on the Customer's premises.

(e) Access to said instruments and transformers belonging to the Commission shall be free to the Commission at any and all times and the Commission may test, calibrate or remove said measuring instruments and transformers at any reasonable time, but when possible the Customer shall be advised at least three days in advance of the Commission's intention to calibrate, remove or change the measuring instruments.

(f) The Customer shall have the right to test any such measuring instruments in the presence of a representative of the Commission by giving to the Commission seven days' previous notice in writing of its desire to test such measuring instruments.

(g) The Commission shall repair or replace and retest defective meters or measuring equipment within a reasonable time, but during the time there is no meter in service it shall be assumed that the power consumed is the same as for other days of the same month on which a similar load existed.

(h) The Customer shall be responsible for any damage

shall be subject to a correction and shall be corrected

in five readings such as would be obtained by inspection

of the record at the time of delivery - and corrected

in three readings such as would be obtained by inspection

(4) The Commission shall provide a copy of the

report, or its summary, to the Commission, the

action of the Commission's instruments and transmitters and

no rental charge shall be made to the Commission for the

location of said instruments or transmitters on the

or's premises.

(5) The Commission shall provide a copy of the

report to the Commission shall be free to the Commission

at any and all times and the Commission may, without

or remove said measuring instruments and transmitters at

any reasonable time, but when possible the Customer shall be

advised at least three days in advance of the Commission's

intention to calibrate, remove or change the measuring in-

struments.

(6) The Customer shall have the right to test any such

measuring instruments in the presence of a representative

of the Commission by giving to the Commission seven days'

previous notice in writing of its desire to test such

measuring instruments.

(7) The Commission shall repair or replace and return

defective meters or measuring equipment within a reasonable

able time, but during the time there is no meter in service

it shall be assumed that the power consumed in the meter is for

other days of the same month on which a similar load existed.

to the property or apparatus furnished by the Commission for the purpose of supplying or measuring power hereunder and installed on the Customer's property, providing such damage originates from a source external to the said apparatus of the Commission, and is not due to defects in the apparatus of the Commission.

5. (a) The maintenance by the Commission of approximately the agreed voltage at approximately the agreed frequency at the point of delivery shall constitute the reservation and delivery of power under this agreement and a fulfilment of all the operating obligations hereunder, and when the voltage and the frequency are so maintained the amount of power, its fluctuations, load factor, power factor, distribution as to phases, and all other characteristics and qualities shall be deemed to be under the sole control of the Customer, his agents, apparatus, appliances and circuits.

(b) In case the Commission shall at any time or times be prevented from delivering said power or any part thereof by strikes, lockouts, riot, fire, invasion, explosion, act of God, the King's enemies, or any other cause or causes reasonably beyond its control, then the Commission shall not be bound to deliver such power during such time and the Customer shall not be bound to pay for such power during such time.

(c) The Commission shall be prompt and diligent in removing the cause of such interruption, and as soon as the cause of such interruption is removed the Commission shall, without any delay, deliver the said power as aforesaid, and the Customer shall take and use the same.

[illegible]

(c) The Commission shall be bound to proceed and deliver in removing the cause of such interruption, and as soon as the cause of such interruption is removed the Commission shall, without any delay, deliver the said power as aforesaid, and

(d) The Commission shall have the right at reasonable times, and when possible after due notice has been given to the Customer, to discontinue the supply of power to the Customer for the purpose of safeguarding life or property or for the purpose of making repairs, renewals, or replacements to the lines or apparatus of the Commission, but all such interruptions shall be of a minimum duration and when possible arrange for at a time least objectionable to the Customer.

Such interruptions shall not release the Customer from his obligations to pay for or resume the use of power when service is restored.

6. One or more representatives or engineers of the Commission appointed for this purpose, may, at any reasonable time during the continuance of this agreement, have access to the premises of the Customer for the purpose of inspecting the electrical apparatus, plant or property of the Customer and to take records therefrom as required.

7. It is further mutually agreed that in case of any dispute arising between the parties hereto relative to the fulfilment of any of the terms, provisions or conditions of this agreement, or as to the method or accuracy of the measurement of power, or any other question which may arise under this agreement, the same shall be promptly referred to arbitration under the Arbitration Act, and the finding of said arbitrator shall be final and binding upon both parties hereto.

8. This agreement shall be binding upon both parties

(b) The Commission is of the opinion that the evidence presented in this case does not establish that the defendant has been guilty of the crime charged. It is recommended that the defendant be acquitted of the crime charged. The Commission is of the opinion that the evidence presented in this case does not establish that the defendant has been guilty of the crime charged. It is recommended that the defendant be acquitted of the crime charged.

The Commission is of the opinion that the evidence presented in this case does not establish that the defendant has been guilty of the crime charged. It is recommended that the defendant be acquitted of the crime charged. The Commission is of the opinion that the evidence presented in this case does not establish that the defendant has been guilty of the crime charged. It is recommended that the defendant be acquitted of the crime charged.

It is further recommended that the defendant be acquitted of the crime charged. The Commission is of the opinion that the evidence presented in this case does not establish that the defendant has been guilty of the crime charged. It is recommended that the defendant be acquitted of the crime charged.

hereto upon its execution and shall extend for a period of ten years, from the date mentioned in Clause 2 (a) hereof or from the date when power is first taken hereunder, whichever shall be the earlier, and this agreement may be extended for two (2) further terms of ten (10) years each upon the mutual agreement of both parties hereto before six (6) months of the expiration of this agreement or of the first extension period respectively.

9. The Customer shall, contemporaneously with the execution of this agreement, deposit with the Commission a Bond satisfactory to the Commission, for the sum of Ten Thousand Dollars (\$10,000.00) as security to the Commission for the due carrying out by the Customer of the covenants and provisions herein provided for. Provided, however, that when the Customer's plant and works contemplated herein are completed and in operation, if the financial standing of the Customer is such that some other method of securing the Commission, satisfactory to the Commission, is agreed upon, the same shall be substituted for the Bond, otherwise the said Bond is to be continued in full force and effect for the period of this agreement.

10. The Commission shall be entitled at the termination of this agreement or any extension thereof, or within thirty (30) days thereafter, to remove from the Customer's premises any and all plant or equipment which may have been installed by the Commission for the supply or measurement of power hereunder.

This agreement shall extend to, be binding upon and enure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF the Commission and the Customer
have hereunto respectively affixed their corporate seals and
the hands of their proper officers.

SIGNED, SEALED)

and)

DELIVERED)

HYDRO-ELECTRIC POWER COMMISSION OF

ONTARIO

In the Presence of: (SEAL)

Chairman

Secretary

THE EUGENE F. PHILLIPS ELECTRICAL WORKS LTD.

Managing Director

(SEAL)

Secretary.

IN WITNESS WHEREOF the Commission and the Customer
have hereunto respectively attixed their corporate seals and
the hands of their proper officers.

HYPER-ENERGIC POWER CORPORATION OF

DELAWARE

SIGNED, SEALED

and

DELIVERED

In the presence of: (SEAL)

Chairman

Secretary

THE ENERGY & PHILIPPS MINERALS CORP.

Managing Director

(SEAL)

Secretary.

